

<b>SOLICITATION, OFFER AND AWARD</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		RATING >	PAGE OF <b>1</b> <b>62</b>
2. CONTRACT NO.		3. SCREENING INFORMATION REQUEST NO.  <b>DTFAAC-07-R-10173</b>		4. TYPE OF SOLICITATION	5. DATE ISSUED  <b>6 JULY 2007</b>
				6. REQUISITION/PURCHASE <b>000010173</b> (FAA Internal Use Only)	
7. ISSUED BY  <b>FAA, Franchise Fund Contracting Team (AMQ-320) 6500 South MacArthur Boulevard P.O. Box 25082 Oklahoma City, OK 73125-4931</b>		CODE		8. ADDRESS OFFER TO (If other than Item 7)  <b>FAA, CUSTOMER SERVICE DESK (AMQ-140) Multi-Purpose Building, Room 321 6500 South MacArthur Boulevard (Physical Zip Code is 73169) P.O. Box 25082 Oklahoma City, OK 73125-4933</b>	

**(TIME & MATERIALS and LABOR HOUR)**

**SOLICITATION NAS DEFENSE PROGRAM TECH SUPPORT SERVICES**

9. Sealed offers in original and 1 copies for furnishing the supplies or services in the Schedule will be received as specified in **Section L** or if hand carried, 6500 S. MACARTHUR BLVD. Multipurpose Bldg, RM 313, OKLAHOMA CITY, OK until **12:00 p.m. local time 7 AUG 2007**  
**CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, AMS Provision No. 3.2.2.3-14. All offers are subject to all terms and conditions contained in this solicitation.**

10. FOR INFORMATION CALL: >	A. NAME <b>DEBORAH GETZ, CONTRACTING OFFICER</b>	B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) <b>(405) 954-8963</b>
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**OFFER (Must be fully completed by offeror)**

NOTE: Item 12 does not apply if the solicitation includes the provisions at 3.2.2.3-2, Minimum Offer Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within \_\_\_\_\_ calendar days **(60 calendar days unless a different period is inserted by the offeror)** from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, AMS Clause No.3.3.1-6)	10 CALENDAR DAYS	%	20 CALENDAR DAYS	%	30 CALENDAR DAYS	%	CALENDAR DAYS	%
>								

14. ACKNOWLEDGMENT OF AMENDMENTS The offeror acknowledges receipt of amendments to the REQUEST for offerors and related documents numbered and dated:	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)

15B. TELEPHONE NO. (Include area code)	15C. CHECK IF REMITTANCE ADDRESS <input type="checkbox"/> IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.	17. SIGNATURE	18. OFFER DATE

**AWARD (To be completed by Government)**

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION  <b>SEE SCHEDULE</b>	
		23. SUBMIT INVOICES TO ADDRESS SHOWN IN Section G (4 COPIES UNLESS OTHERWISE SPECIFIED)	ITEM
24. ADMINISTERED BY (If other than Item 7) <b>FAA, Franchise Fund Contracting Team (AMQ-320) 6500 South MacArthur Boulevard P.O. Box 25082 Oklahoma City, OK 73125-4932</b>		25. PAYMENT WILL BE MADE BY <b>FAA, Financial Operations Division (AMZ-100) 6500 South MacArthur Boulevard P.O. Box 25082 Oklahoma City, OK 73125-4304</b>	
26. NAME OF CONTRACTING OFFICER (Type or print)		27. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	28. AWARD DATE

IMPORTANT—Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

Formerly SF 33

**CONTINUATION SHEET**

**PART I – SECTION B  
SUPPLIES OR SERVICES AND PRICES/COST**

The Contractor shall furnish all necessary materials and services set forth below in accordance with the Statement of Work, terms, conditions, and provisions set forth herein.

**BASE YEAR  
(1 October 2007 – 30 September 2008)**

CLIN	SUPPLIES/SERVICES	EST QTY / HRS	FULLY BURDENED RATE/MAN HOUR	TOTAL ESTIMATED AMOUNT
0001	<b>BASE YEAR (1 October 2007 – 30 September 2008)</b>			
	<b>LABOR</b>			
	Labor to accomplish the NAS Defense Program Technical Support Services tasks IAW the NAS Defense Program Office Statement of Work.			
	Senior Subject Matter Expert (as needed for Location 1, Washington, DC)	1880		
	Senior Subject Matter Expert (as needed for Location 2, Oklahoma City, OK)	1880		
	Senior Subject Matter Expert (as needed for Location 3, Egg Harbor Twp, NJ)	1880		
	Junior Management Analyst (as needed for Location 1, Washington, DC)	1880		
	Junior Management Analyst (as needed for Location 2, Oklahoma City, OK)	1880		
	Junior Management Analyst (as needed for Location 3, Egg Harbor Twp, NJ)	1880		
	Administrative Specialist/Assistant (as needed for Location 1, Washington, DC)	1880		
	Administrative Specialist/Assistant (as needed for Location 2, Oklahoma City, OK)	1880		
	Administrative Specialist/Assistant (as needed for Location 3, Egg Harbor Twp, NJ)	1880		
The anticipated hours are estimates. During performance, the contractor may vary the labor hours across the labor categories as requirements dictate as long as the total award price is not exceeded.				
0002	<b>BASE YEAR (1 October 2007 – 30 September 2008)</b>			
	<b>LABOR – EMERGENCY ON CALL AND AFTER-HOURS SUPPORT</b>			
	Senior Subject Matter Expert (as needed for Location 1, Washington, DC)	144		
	Senior Subject Matter Expert (as needed for Location 2, Oklahoma City, OK)	144		

	Senior Subject Matter Expert (as needed for Location 3, Egg Harbor Twp, NJ)	144		
	Junior Management Analyst (as needed for Location 1, Washington, DC)	144		
	Junior Management Analyst (as needed for Location 2, Oklahoma City, OK)	144		
	Junior Management Analyst (as needed for Location 3, Egg Harbor Twp, NJ)	144		
	Administrative Specialist/Assistant (as needed for Location 1, Washington, DC)	144		
	Administrative Specialist/Assistant (as needed for Location 2, Oklahoma City, OK)	144		
	Administrative Specialist/Assistant (as needed for Location 3, Egg Harbor Twp, NJ)	144		
The anticipated hours are estimates. During performance, the contractor may vary the labor hours across the labor categories as requirements dictate as long as the total award price is not exceeded.				
0003	<p><b>BASE YEAR</b> (1 October 2007 – 30 September 2008)</p> <p><b>SUPPLIES, EQUIPMENT, MATERIALS – Cost Reimbursable:</b></p> <p>The contractor shall be reimbursed for the actual costs incurred for items purchased in support of CLINs 0001 and 0002 as directed and authorized by the CO.</p> <p>The contractor is not to propose an amount for this CLIN. The Government will provide an estimated amount at the time of award. The estimate does not obligate the Government to expend this amount. The CO shall have the unilateral authority to obligate and deobligate funds to this CLIN.</p>	TBD		
0004	<p><b>BASE YEAR</b> (1 October 2007 – 30 September 2008)</p> <p><b>TRAVEL– Cost Reimbursable:</b></p> <p>FAA to reimburse the contractor for travel IAW Clause H.4 for travel associated with CLINs 0001 and 0002.</p> <p>The contractor is not to propose an amount for this CLIN. The Government will provide an estimated amount at the time of award. The estimate does not obligate the Government to expend this amount. The CO shall have the unilateral authority to obligate and deobligate funds to this CLIN.</p>	TBD		
<b>TOTAL FOR BASE YEAR:</b>				

**1<sup>ST</sup> OPTION YEAR**  
**(1 October 2008 – 30 September 2009)**

CLIN	SUPPLIES/SERVICES	EST QTY / HRS	FULLY BURDENED RATE/MAN HOUR	TOTAL ESTIMATED AMOUNT
0005	<b>1<sup>ST</sup> OPTION YEAR</b> <b>(1 October 2008 – 30 September 2009)</b>			
	<b>LABOR</b>			
	Labor to accomplish the NAS Defense Program Technical Support Services tasks IAW the NAS Defense Program Office Statement of Work.			
	Senior Subject Matter Expert (as needed for Location 1, Washington, DC)	1880		
	Senior Subject Matter Expert (as needed for Location 2, Oklahoma City, OK)	1880		
	Senior Subject Matter Expert (as needed for Location 3, Egg Harbor Twp, NJ)	1880		
	Junior Management Analyst (as needed for Location 1, Washington, DC)	1880		
	Junior Management Analyst (as needed for Location 2, Oklahoma City, OK)	1880		
	Junior Management Analyst (as needed for Location 3, Egg Harbor Twp, NJ)	1880		
	Administrative Specialist/Assistant (as needed for Location 1, Washington, DC)	1880		
0006	<b>1<sup>ST</sup> OPTION YEAR</b> <b>(1 October 2008 – 30 September 2009)</b>			
	<b>LABOR – EMERGENCY ON CALL AND AFTER-HOURS SUPPORT</b>			
	Senior Subject Matter Expert (as needed for Location 1, Washington, DC)	144		
	Senior Subject Matter Expert (as needed for Location 2, Oklahoma City, OK)	144		
	Senior Subject Matter Expert (as needed for Location 3, Egg Harbor Twp, NJ)	144		
	Junior Management Analyst (as needed for Location 1, Washington, DC)	144		
	The anticipated hours are estimates. During performance, the contractor may vary the labor hours across the labor categories as requirements dictate as long as the total award price is not exceeded.			
	Senior Subject Matter Expert (as needed for Location 1, Washington, DC)	144		
	Senior Subject Matter Expert (as needed for Location 2, Oklahoma City, OK)	144		
	Senior Subject Matter Expert (as needed for Location 3, Egg Harbor Twp, NJ)	144		

	Junior Management Analyst (as needed for Location 2, Oklahoma City, OK)	144		
	Junior Management Analyst (as needed for Location 3, Egg Harbor Twp, NJ)	144		
	Administrative Specialist/Assistant (as needed for Location 1, Washington, DC)	144		
	Administrative Specialist/Assistant (as needed for Location 2, Oklahoma City, OK)	144		
	Administrative Specialist/Assistant (as needed for Location 3, Egg Harbor Twp, NJ)	144		
The anticipated hours are estimates. During performance, the contractor may vary the labor hours across the labor categories as requirements dictate as long as the total award price is not exceeded.				
0007	<b>1<sup>st</sup> OPTION YEAR</b> <b>(1 October 2008 – 30 September 2009)</b>  <b>SUPPLIES, EQUIPMENT, MATERIALS – Cost Reimbursable:</b>  The contractor shall be reimbursed for the actual costs incurred for items purchased in support of CLINs 0005 and 0006 as directed and authorized by the CO.  The contractor is not to propose an amount for this CLIN. The Government will provide an estimated amount at the time of award. The estimate does not obligate the Government to expend this amount. The CO shall have the unilateral authority to obligate and deobligate funds to this CLIN.	TBD		
0008	<b>1<sup>st</sup> OPTION YEAR</b> <b>(1 October 2008 – 30 September 2009)</b>  <b>TRAVEL– Cost Reimbursable:</b>  FAA to reimburse the contractor for travel IAW Clause H.4 for travel associated with CLINs 0005 and 0006 0004.  The contractor is not to propose an amount for this CLIN. The Government will provide an estimated amount at the time of award. The estimate does not obligate the Government to expend this amount. The CO shall have the unilateral authority to obligate and deobligate funds to this CLIN.	TBD		
<b>TOTAL FOR 1<sup>ST</sup> OPTION YEAR:</b>				

**2<sup>ND</sup> OPTION YEAR**  
**(1 October 2009 – 30 September 2010)**

CLIN	SUPPLIES/SERVICES	EST QTY / HRS	FULLY BURDENED RATE/MAN HOUR	TOTAL ESTIMATED AMOUNT
0009	<b>2<sup>nd</sup> OPTION YEAR</b> <b>(1 October 2009 – 30 September 2010)</b>			
	<b>LABOR</b>			
	Labor to accomplish the NAS Defense Program Technical Support Services tasks IAW the NAS Defense Program Office Statement of Work.			
	Senior Subject Matter Expert (as needed for Location 1, Washington, DC)	1880		
	Senior Subject Matter Expert (as needed for Location 2, Oklahoma City, OK)	1880		
	Senior Subject Matter Expert (as needed for Location 3, Egg Harbor Twp, NJ)	1880		
	Junior Management Analyst (as needed for Location 1, Washington, DC)	1880		
	Junior Management Analyst (as needed for Location 2, Oklahoma City, OK)	1880		
	Junior Management Analyst (as needed for Location 3, Egg Harbor Twp, NJ)	1880		
	Administrative Specialist/Assistant (as needed for Location 1, Washington, DC)	1880		
	Administrative Specialist/Assistant (as needed for Location 2, Oklahoma City, OK)	1880		
	Administrative Specialist/Assistant (as needed for Location 3, Egg Harbor Twp, NJ)	1880		
The anticipated hours are estimates. During performance, the contractor may vary the labor hours across the labor categories as requirements dictate as long as the total award price is not exceeded.				
0010	<b>2<sup>nd</sup> OPTION YEAR</b> <b>(1 October 2009 – 30 September 2010)</b>			
	<b>LABOR – EMERGENCY ON CALL AND AFTER-HOURS SUPPORT</b>			
	Senior Subject Matter Expert (as needed for Location 1, Washington, DC)	144		
	Senior Subject Matter Expert (as needed for Location 2, Oklahoma City, OK)	144		
	Senior Subject Matter Expert (as needed for Location 3, Egg Harbor Twp, NJ)	144		

	Junior Management Analyst (as needed for Location 1, Washington, DC)	144		
	Junior Management Analyst (as needed for Location 2, Oklahoma City, OK)	144		
	Junior Management Analyst (as needed for Location 3, Egg Harbor Twp, NJ)	144		
	Administrative Specialist/Assistant (as needed for Location 1, Washington, DC)	144		
	Administrative Specialist/Assistant (as needed for Location 2, Oklahoma City, OK)	144		
	Administrative Specialist/Assistant (as needed for Location 3, Egg Harbor Twp, NJ)	144		
The anticipated hours are estimates. During performance, the contractor may vary the labor hours across the labor categories as requirements dictate as long as the total award price is not exceeded.				
0011	<b>2<sup>nd</sup> OPTION YEAR</b> <b>(1 October 2009 – 30 September 2010)</b>  <b>SUPPLIES, EQUIPMENT, MATERIALS – Cost Reimbursable:</b>  The contractor shall be reimbursed for the actual costs incurred for items purchased in support of CLINs 0009 and 0010 as directed and authorized by the CO.  The contractor is not to propose an amount for this CLIN. The Government will provide an estimated amount at the time of award. The estimate does not obligate the Government to expend this amount. The CO shall have the unilateral authority to obligate and deobligate funds to this CLIN.	TBD		
0012	<b>2<sup>nd</sup> OPTION YEAR</b> <b>(1 October 2009 – 30 September 2010)</b>  <b>TRAVEL– Cost Reimbursable:</b>  FAA to reimburse the contractor for travel IAW Clause H.4 for travel associated with CLINs 0009 and 0010.  The contractor is not to propose an amount for this CLIN. The Government will provide an estimated amount at the time of award. The estimate does not obligate the Government to expend this amount. The CO shall have the unilateral authority to obligate and deobligate funds to this CLIN.	TBD		
<b>TOTAL FOR 2<sup>nd</sup> OPTION YEAR:</b>				

**3<sup>RD</sup> OPTION YEAR**  
**(1 October 2010 – 30 September 2011)**

CLIN	SUPPLIES/SERVICES	EST QTY / HRS	FULLY BURDENED RATE/MAN HOUR	TOTAL ESTIMATED AMOUNT
0013	<b>3<sup>RD</sup> OPTION YEAR</b> <b>(1 October 2010 – 30 September 2011)</b>			
	<b>LABOR</b>			
	Labor to accomplish the NAS Defense Program Technical Support Services tasks IAW the NAS Defense Program Office Statement of Work.			
	Senior Subject Matter Expert (as needed for Location 1, Washington, DC)	1880		
	Senior Subject Matter Expert (as needed for Location 2, Oklahoma City, OK)	1880		
	Senior Subject Matter Expert (as needed for Location 3, Egg Harbor Twp, NJ)	1880		
	Junior Management Analyst (as needed for Location 1, Washington, DC)	1880		
	Junior Management Analyst (as needed for Location 2, Oklahoma City, OK)	1880		
	Junior Management Analyst (as needed for Location 3, Egg Harbor Twp, NJ)	1880		
	Administrative Specialist/Assistant (as needed for Location 1, Washington, DC)	1880		
0014	<b>3<sup>RD</sup> OPTION YEAR</b> <b>(1 October 2010 – 30 September 2011)</b>			
	<b>LABOR – EMERGENCY ON CALL AND AFTER-HOURS SUPPORT</b>			
	Senior Subject Matter Expert (as needed for Location 1, Washington, DC)	144		
	Senior Subject Matter Expert (as needed for Location 2, Oklahoma City, OK)	144		
	Senior Subject Matter Expert (as needed for Location 3, Egg Harbor Twp, NJ)	144		
	Junior Management Analyst (as needed for Location 1, Washington, DC)	144		
	The anticipated hours are estimates. During performance, the contractor may vary the labor hours across the labor categories as requirements dictate as long as the total award price is not exceeded.			



	Junior Management Analyst (as needed for Location 2, Oklahoma City, OK)	144		
	Junior Management Analyst (as needed for Location 3, Egg Harbor Twp, NJ)	144		
	Administrative Specialist/Assistant (as needed for Location 1, Washington, DC)	144		
	Administrative Specialist/Assistant (as needed for Location 2, Oklahoma City, OK)	144		
	Administrative Specialist/Assistant (as needed for Location 3, Egg Harbor Twp, NJ)	144		
The anticipated hours are estimates. During performance, the contractor may vary the labor hours across the labor categories as requirements dictate as long as the total award price is not exceeded.				
0015	<p><b>3<sup>rd</sup> OPTION YEAR</b> <b>(1 October 2010 – 30 September 2011)</b></p> <p><b>SUPPLIES, EQUIPMENT, MATERIALS – Cost Reimbursable:</b></p> <p>The contractor shall be reimbursed for the actual costs incurred for items purchased in support of CLINs 0013 and 0014 as directed and authorized by the CO.</p> <p>The contractor is not to propose an amount for this CLIN. The Government will provide an estimated amount at the time of award. The estimate does not obligate the Government to expend this amount. The CO shall have the unilateral authority to obligate and deobligate funds to this CLIN.</p>	TBD		
0016	<p><b>3<sup>rd</sup> OPTION YEAR</b> <b>(1 October 2010 – 30 September 2011)</b></p> <p><b>TRAVEL– Cost Reimbursable:</b></p> <p>FAA to reimburse the contractor for travel IAW Clause H.4 for travel associated with CLINs 0013 and 0014.</p> <p>The contractor is not to propose an amount for this CLIN. The Government will provide an estimated amount at the time of award. The estimate does not obligate the Government to expend this amount. The CO shall have the unilateral authority to obligate and deobligate funds to this CLIN.</p>	TBD		
<b>TOTAL FOR 3<sup>rd</sup> OPTION YEAR:</b>				

**4<sup>TH</sup> OPTION YEAR**  
**(1 October 2011 – 30 September 2012)**

CLIN	SUPPLIES/SERVICES	EST QTY / HRS	FULLY BURDENED RATE/MAN HOUR	TOTAL ESTIMATED AMOUNT
0017	<b>4<sup>th</sup> OPTION YEAR</b> <b>(1 October 2011 – 30 September 2012)</b>			
	<b>LABOR</b>			
	Labor to accomplish the NAS Defense Program Technical Support Services tasks IAW the NAS Defense Program Office Statement of Work.			
	Senior Subject Matter Expert (as needed for Location 1, Washington, DC)	1880		
	Senior Subject Matter Expert (as needed for Location 2, Oklahoma City, OK)	1880		
	Senior Subject Matter Expert (as needed for Location 3, Egg Harbor Twp, NJ)	1880		
	Junior Management Analyst (as needed for Location 1, Washington, DC)	1880		
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	Administrative Specialist/Assistant (as needed for Location 1, Washington, DC)	1880		
	Administrative Specialist/Assistant (as needed for Location 2, Oklahoma City, OK)	1880		
	Administrative Specialist/Assistant (as needed for Location 3, Egg Harbor Twp, NJ)	1880		
The anticipated hours are estimates. During performance, the contractor may vary the labor hours across the labor categories as requirements dictate as long as the total award price is not exceeded.				
0018	<b>4<sup>th</sup> OPTION YEAR</b> <b>(1 October 2011 – 30 September 2012)</b>			
	<b>LABOR – EMERGENCY ON CALL AND AFTER-HOURS SUPPORT</b>			
	Senior Subject Matter Expert (as needed for Location 1, Washington, DC)	144		
	Senior Subject Matter Expert (as needed for Location 2, Oklahoma City, OK)	144		
	Senior Subject Matter Expert (as needed for Location 3, Egg Harbor Twp, NJ)	144		
	Junior Management Analyst (as needed for Location 1, Washington, DC)	144		

	Junior Management Analyst (as needed for Location 2, Oklahoma City, OK)	144		
	Junior Management Analyst (as needed for Location 3, Egg Harbor Twp, NJ)	144		
	Administrative Specialist/Assistant (as needed for Location 1, Washington, DC)	144		
	Administrative Specialist/Assistant (as needed for Location 2, Oklahoma City, OK)	144		
	Administrative Specialist/Assistant (as needed for Location 3, Egg Harbor Twp, NJ)	144		
The anticipated hours are estimates. During performance, the contractor may vary the labor hours across the labor categories as requirements dictate as long as the total award price is not exceeded.				
0019	<p><b>4<sup>th</sup> OPTION YEAR</b> <b>(1 October 2011 – 30 September 2012)</b></p> <p><b>SUPPLIES, EQUIPMENT, MATERIALS – Cost Reimbursable:</b></p> <p>The contractor shall be reimbursed for the actual costs incurred for items purchased in support of CLINs 0017 and 0018 as directed and authorized by the CO.</p> <p>The contractor is not to propose an amount for this CLIN. The Government will provide an estimated amount at the time of award. The estimate does not obligate the Government to expend this amount. The CO shall have the unilateral authority to obligate and deobligate funds to this CLIN.</p>	TBD		
0020	<p><b>4<sup>th</sup> OPTION YEAR</b> <b>(1 October 2011 – 30 September 2012)</b></p> <p><b>TRAVEL– Cost Reimbursable:</b></p> <p>FAA to reimburse the contractor for travel IAW Clause H.4 for travel associated with CLINs 0017 and 0018.</p> <p>The contractor is not to propose an amount for this CLIN. The Government will provide an estimated amount at the time of award. The estimate does not obligate the Government to expend this amount. The CO shall have the unilateral authority to obligate and deobligate funds to this CLIN.</p>	TBD		
<b>TOTAL FOR 4<sup>th</sup> OPTION YEAR:</b>				
<b>TOTAL AMOUNT OF BASE AND ALL OPTIONS:</b>				

**PART I - SECTION C****SCOPE OF WORK****C.1 SCOPE OF WORK (JAN 1997) (REV)****CLA.1112R**

The Contractor shall furnish all necessary materials and services to provide the services/items identified in Part I, Section B, Supplies or Services and Prices/Costs, in accordance with the Statement of Work, terms, conditions, and provisions set forth herein.

**C.2 EMERGENCY SITUATIONS AND EXERCISES DURING CONTRACT PERFORMANCE (SEP 2001)****CLA.4548**

(a) Emergency situations and exercises are temporary exceptions to the prohibition of contractor personnel not being subject to the direction and control of Government personnel when performing non-personal contract services in FAA facilities.

(b) All contractor personnel at a FAA work site or facility during an actual emergency shall conform to the procedures posted or directed by FAA officials responsible for emergency response at that site or facility. Such officials include evacuation wardens/monitors, security personnel, Emergency Readiness Officers, management, etc.

(c) Contractor personnel shall participate in all emergency exercises, including evacuations, as part of performance under this contract. On rare occasions and based on advance arrangements that are then *announced at the time of an exercise*, contractor personnel will be excused from evacuations.

(d) Contractor management/supervisors shall ensure that each contractor employee assigned work in FAA facilities possesses a general awareness of emergency and evacuation procedures at all locations where the employees might be during an emergency or exercise. Information on emergency procedures may be requested from the Contracting Officer's Technical Representative or a designated FAA contact point at the work site.

**PART I - SECTION D  
PACKAGING AND MARKING****D.1 SPECIAL HANDLING INSTRUCTIONS**

All reports, analyses, or study deliverables shall be provided in professional hardcopy with electronic files in accordance with the Statement of Work unless directed otherwise by the Government.

**PART I - SECTION E  
INSPECTION AND ACCEPTANCE**

**E.1 INSPECTION AND ACCEPTANCE AT DESTINATION (JAN 1997) (REV) CLA.1908R**

(a) A Contracting Officer's Technical Representative (COTR) will be designated for the specific purpose of exercising general surveillance over the contract operation including contractor performance.

(b) The provisions of this clause shall in no way be construed to limit the rights of the Government under the clause entitled "Inspection of Services – Both Fixed-Price and Cost Reimbursement."

**3.1-1 CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE (DEC 2005)**

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at:

<http://conwrite.faa.gov> (on this web page, select "Search and View Clauses").

**3.10.4-4 Inspection of Services – Both Fixed-Price & Cost Reimbursement (April 1996)**

**3.10.4-5 Inspection – Time-and-Material and Labor-Hour (April 1996)**

**PART I - SECTION F  
DELIVERIES OR PERFORMANCE**

**F.1 AUTHORIZED PERFORMANCE (JAN 1997)**

**CLA.0168**

The execution of a contract shall not constitute authority for the contractor to commence performance. Performance shall be ordered by the issuance of a formal delivery order by an authorized Contracting Officer of the Mike Monroney Aeronautical Center. Orders issued orally or by written telecommunications shall reference a formal delivery order number and shall be confirmed by issuance of the formal delivery order.

**F.2 CONTRACT PERIOD (JAN 1997)(REV)**

**CLA.1604R**

The period of performance for this effort shall begin **1 October 2007 through 30 September 2012** (if all options are exercised). Performance is subject to availability of funds. If determination is made to exercise the options, the performance may be extended as follows:

<b>OPTION YEAR</b>	<b>PERIOD OF PERFORMANCE</b>
1 <sup>ST</sup> Option Year	01 Oct 08 through 30 Sep 09
2 <sup>nd</sup> Option Year	01 Oct 09 through 30 Sep 10
3 <sup>rd</sup> Option Year	01 Oct 10 through 30 Sep 11
4 <sup>th</sup> Option Year	01 Oct 11 through 30 Sep 12

**F.3 ACCELERATED DELIVERY (JAN 1997)**

**CLA.1817**

Any Schedule for delivery or performance may be expedited at the contractor's option, if without additional expense to the Government.

**3.1-1 CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE (DEC 2005)**

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at:  
<http://conwrite.faa.gov> (on this web page, select "Search and View Clauses").

<b>3.10.1-9</b>	<b>Stop-Work Order</b> (October 1996)
<b>3.10.1-9/Alt I</b>	<b>Stop-Work Order</b> (October 1996)
<b>3.10.1-24</b>	<b>Notice of Delay</b> (November 1997)
<b>3.11-34</b>	<b>F.O.B. Destination</b> (April 1999)

**PART I - SECTION G  
CONTRACT ADMINISTRATION DATA**

**G.1 OPTION TO EXTEND SERVICES (JAN 1997)****CLA.0116**

The Government may unilaterally exercise its option to extend the term of the contract for performance of specified services pursuant to Section I, AMS Clause 3.2.4-34, Option to Extend Services, by written notice to the contractor not later than the expiration date of the current contract period.

**G.2 INVOICING PROCEDURES - GENERAL (JAN 2002) (REV)****CLA.0135R**

(a) Except for Time and Materials type contracts, the requirements set forth at AMS Clause 3.3.1-17, Prompt Payment, for the submission of a proper invoice, the contractor shall submit a separate invoice through the Aeronautical Center Franchise Acquisition Service (ACFAS) for (1) each month of performance of services, and/or (2) those items of supplies furnished. The ACFAS contract will be implemented using ACFAS to the fullest extent practicable. Initially ACFAS information will be exchanged in the contract (order) and administration processes. As time and technology allow, advances in ACFAS are expected to be implemented by the Government. By execution of this contract, the contractor agrees to actively cooperate with the Government in its use and upgrade of ACFAS technologies. All costs on the contractor's part, to maintain compatibility with the Government shall be at the contractor's expense and shall not be charged to the Government as a direct charge of any type.

**NOTE: For any problems experienced using ACFAS, contact the Aeronautical Center Franchise Acquisition Service, AML-50, at 405-954-1440, or the Contracting Officer.**

(b) The vendor shall complete the coversheet provided to include the contract number, and applicable task/delivery order number. In addition, the following level of information is to be attached in ACFAS per the type of contract:

- (1) Level 1: Summary sheet only as follows:
  - (i) Project title and description
  - (ii) Current amount invoiced and the cumulative value of all invoices to date by CLIN.
  - (iii) Total Labor for this invoice and the cumulative value of all labor invoiced to date.
  - (iv) Total Travel and the cumulative value of all travel invoiced to date.
  - (v) Total ODC and the cumulative value of all ODC invoiced to date.
  - (vi) Total Other (as required) and the cumulative value of all Other invoiced to date.
- (2) Level 2: Details supporting the information shown on Level 1 as follows:
  - (i) Labor listed by person, category, hours, rates, and amounts.
  - (ii) Travel breakdown of all actual travel and per diem expenses by trip and employee name and project (if multiple).
  - (iii) ODC split out by employee, project, type and/or items purchased.
- (3) Level 3: Back up documentation as follows:
  - (i) Receipts (travel, equipment purchases, etc.)

(c) In addition to the electronic submission of the above, hardcopies of all levels to include Level 3 below should be sent via mail or email (to be provided after award) to the Contracting Officer at the following address:

Contracting Officer, AMQ-320  
Mike Monroney Aeronautical Center  
PO Box 25082  
Oklahoma City, Oklahoma 73125  
Phone: (405) 954-7895  
FAX: (405) 954-0042

- (d) The following additional data must be submitted with the final invoice regardless of contract type:
- (1) Contractor's assignment of refund, rebates, and credits.
  - (2) Contractor's release.

(e) All contractors invoicing services to the FAA in labor hours shall maintain on file, and submit when required for verification or audit, certified time logs, the daily total of productive hours charged to the contract, a daily entry for any non-productive work-hours and cumulative totals for each pay period.

(f) Below are some examples of the contract types and the level of information required to be attached within ACFAS for that contract type. For those not listed here, please refer to the individual contract for specific instructions.

- |                                       |                                |
|---------------------------------------|--------------------------------|
| (1) Firm-Fixed Price:                 | Levels 1 – 2 (ii) (iii) and 3. |
| (2) Time-and-Material and Labor-Hour: | Levels 1 – 3.                  |
| (3) Cost Reimbursable:                | Levels 1 – 3.                  |
| (4) IDIQ or ID/Reqmts:                | Levels 1 – 3.                  |

(g) Payment Address:

FAA, Financial Operations Division (AMZ-100)  
6500 South MacArthur Boulevard  
P.O. Box 25082  
Oklahoma City, OK 73125-4304

### **G.3 IDENTIFICATION/DELIVERY OF GOVERNMENT PROPERTY (JAN 1997)      CLA.1401**

Within 30 calendar days after award of contract the Government-owned property listed below will be furnished to the contractor for use in the performance of this contract.

<b><u>Acquisition Description</u></b>	<b><u>Quantity</u></b>	<b><u>Cost</u></b>
Mobile Phone	9	\$100.00 each

### **G.5 GOVERNMENT PROPERTY REPORTS (JAN 1997)      CLA.4528**

(a) The Contractor shall prepare an annual report of Government property in its possession and the possession of its subcontractors.

(b) The report shall be submitted to the Contracting Officer not later than September 15 of each calendar year on Form DOT F 4220.43, Contractor Report of Government Property.

### **G.6 WARRANTY – COMMERCIAL PRODUCTS AND SERVICES (JAN 1997)      CLA.4529**

The contractor's standard commercial warranty shall be deemed to be a part of this contract unless otherwise specified. If the contractor does not have a standard warranty, the warranty provisions of UCC Article 2 shall apply.

### **G.7 WAIVER OF WITHHOLDING (SEP 2001)      CLA.4546**

Funds shall not be withheld from contract payments as described in subparagraph (a)(2) of AMS clause 3.3.1-5 "Payments Under Time-and-Material and Labor-Hour Contracts."

### **G.8 DELIVERIES TO FAA FACILITIES (JAN 2002) (REV)      CLA.4550**

(a) Security procedures at FAA facilities may require that all mail, materials, packages or parcels of any kind be delivered to a central screening point, for inspection by the FAA. This can affect mail and other deliveries destined for all organizations located on FAA property, including government organizations, contractors, and permit holders. After passing security inspection, the mail or material may be handled and delivered by the FAA. FAA will make every reasonable effort to conduct such inspections and handle items in a careful manner so as to avoid damage or delay.



(b) These inspections are for the benefit of the FAA only. The FAA makes no representation that any material passing inspection is without hazard, poses no threat, or that it conforms in form, fit, function or quantity to the expectations of the intended recipient.

(c) The FAA shall not be liable for any 1) loss, damage or shortage of any mail or materials, 2) injury, or 3) delay in performance resulting from such inspections and handling, unless liable under the Federal Tort Claims Act (28 U.S.C. 2671-2680).

(d) Any item destined for the contractor that fails to pass inspection remains the property of the contractor, who is responsible for its disposition and coordination with law enforcement agencies as necessary.

## **G.9 GOVERNMENT CONTACTS FOR CONTRACT ADMINISTRATION**

### **The Office of Primary Responsibility (OPR) is AML-50.**

The Contractor shall use the following Government addresses for all matters regarding this Contract:

- (1) FAA Contracting Officer:  
Franchise Fund Contracting Team, AMQ-320  
Mike Monroney Aeronautical Center  
PO Box 25082  
Oklahoma City, Oklahoma 73125
- (2) FAA Contracting Officer's Technical Representative: To Be Assigned by Delegation Ltr  
NAS Defense Program, AJW-151,  
Orville Wright Bldg, Room 535A  
800 Independence Ave SW  
Washington, DC 20591

## **G.10 HOURS OF WORK, GOVERNMENT HOLIDAYS, AND OTHER GOVERNMENT DAYS OFF**

(a) The FAA normally observes a five-day workweek, with core hours of operation of 8:00 A.M. to 4:30 P.M. The normal workday is 8 hours, plus ½ hour for lunch. The contractor shall observe and schedule work hours of personnel as designated in the contract.

(b) The Government observes only the holidays listed below:

New Year's Day	Independence Day
Martin Luther King, Jr. Birthday	Labor Day
Inauguration Day	Columbus Day
Presidents Day	Veterans Day
Memorial Day	Thanksgiving Day
Any other day designated by Federal Statute	Christmas Day
Any other day designated by Executive Order	
Any other day designated by Presidential Proclamation	

(c) When any such day falls on Saturday, the preceding Friday is observed and when any such day falls on Sunday, the following Monday is observed.

## **G.11 WORK AT RISK IS PROHIBITED**

(a) For purposes of this clause, "work at risk" is defined as work performed and/or costs incurred by the contractor, or any of the contractor's personnel, team members, or subcontractors, that has not been authorized in accordance with a properly issued and executed contract.

(b) The contractor shall not work any personnel, team member, or subcontractor at risk. Contractor shall immediately notify the Contracting Officer of any and all changes to established teaming arrangements and subcontracting during the term of the specific contract, which causes or could be expected to cause a working at risk situation.

**3.1-1 CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE (DEC 2005)**

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at:

<http://conwrite.faa.gov> (on this web page, select "Search and View Clauses").

**3.10.1-22 Contracting Officer's Technical Representative (July 1996)**

## PART I - SECTION H SPECIAL CONTRACT REQUIREMENTS

### H.1 CONTRACT SHUTDOWN PROCEDURES PENDING APPROPRIATIONS FOR NEW FISCAL YEAR (JAN 1997)

CLA.1051

(a) In the event no continuing resolution or permanent appropriation is in place at the outset of the new fiscal year (FY), contractor employees are expected to report for their assigned duties the first workday of that new FY. Absent an appropriation, contract services that are determined by the Government to be non-essential will be shutdown as soon as practical. To implement the shutdown, the Contracting Officer may require the contractor to stop all, or any part, of the work called for under the contract pursuant to AMS clause 3.10.1-9, Stop-Work Order.

(b) This clause does not limit the Government's rights provided by AMS 3.10.6-4, Default, or AMS 3.10.6-1, Termination for Convenience of the Government, clause of the contract.

### H.2 REQUIREMENT FOR SCREENING OF CONTRACTOR PERSONNEL (JUL 2001)

CLA.1262

(a) **Contractor Screening of Personnel.** The operation of this contract is intended to promote the continued safe and secure operation of Federal Aviation Administration (FAA) facilities, systems and resources that comprise or support the National Aerospace System. Access to most FAA locations, systems and equipment is restricted and controlled by the responsible FAA Servicing Security Element. No rights of access to FAA facilities or resources are conferred to the contractor or contractor personnel by this contract. The contractor is responsible for identifying and providing qualified and acceptable personnel in performance of the contract. To meet this requirement, the contractor shall perform routine personnel screening prior to personnel having access to any FAA facility, resources, or sensitive information.

(1) The contractor shall obtain a criminal history report of the prospective employee from the appropriate state authority, i.e., the state where the individual was last employed. If the criminal history report reveals an occurrence of activity listed in paragraphs 1 through 6 of the contract attachment entitled "Screening Standards-Contractor" within the preceding 9 years, the prospective employee shall not be allowed access to any FAA facility, resources, or sensitive information. Payment of any fees charged for such criminal history reports shall be the responsibility of the contractor. If the cost is included in the price of the contract, it shall be subject to the usual tests of allocability and reasonableness.

(2) The Government expects that the contractor will normally contact prospective employees' previous employer(s) for employment history, and apply the contractor's customary standards for employment suitability. If this employment history check reveals a documented occurrence of activity listed in paragraph 7 of the contract attachment entitled "Screening Standards - CONTRACTOR" within the preceding 9 years, the prospective employee shall not be allowed access to any FAA facility, resources, or sensitive information.

(3) When specific experience or educational requirements apply to personnel performing on the contract, the contractor shall verify prospective employees' claimed experience or educational qualifications.

(b) **Government Screening Standards for Contractor Personnel.**

(1) The Contractor shall inform prospective employees that the FAA will perform background investigations on contractor personnel prior to their gaining access to any Federal Aviation Administration (FAA) facility, resource or sensitive information/system in performance of the contract.

(2) Prior to placing any employee in a position having access to FAA facilities, resources or sensitive information, the contractor shall provide that employee a copy of the contract attachment entitled "Adjudicative Standards: Issues". (Appendix 6, FAA Order 1600.72). In addition, the contractor must advise the prospective employee of FAA's intent to employ such adjudicative standards in determining employee access as described above.

(3) Any personnel the contractor employs to work on FAA facilities and resources found to have a conviction history within nine (9) years prior to beginning performance under this contract shall be denied access to any FAA-controlled facility/resource. No access will be granted until the Government's background investigation is complete and a favorable determination made as a result of the adjudication process.

(c) Upon written request to the CO or his/her designated representative, the FAA may waive the screening requirements with respect to:

(1) a contractor employee that has had a FAA background investigation within the previous five years, with uninterrupted employment and performance on a FAA facility, and a record of acceptable behavior; or

(2) a contractor employee that has had a FAA background investigation within the previous 12 months, with interrupted employment and performance on a FAA facility, and a record of acceptable behavior.

(d) If in unusual circumstances the contractor finds it necessary to utilize a person that does not meet the requirements of paragraph (a), the FAA may at its sole discretion, grant a waiver to this clause. Contractor's request

for waiver shall be in writing to the contracting officer, providing information about mitigating circumstances to the negative screening results, and explain why the person should have access to FAA facilities, resources or sensitive information. The FAA will grant or deny the waiver request in writing within 15 days following receipt. The decision to grant or deny the waiver is solely the FAA's, and is not subject to appeal or to the "Disputes" clause of this contract. The contractor understands that access suitability determinations by the responsible Security Servicing Element, although conclusive under this contract, derive legal standing independent of the contract.

(e) If the contractor fails to perform the required screening, or disregards the results of the screening, and subject personnel are found to be unacceptable as a result of FAA background investigation(s), the contractor shall be responsible for FAA's cost of subsequent FAA background investigation(s) of the replacement personnel. The cost of additional FAA background investigation(s) may be deducted from requests for payment under the contract.

(f) The Contractor shall retain all reports and related documentation pertaining to (a)(1) through (3) for the duration of this contract, and shall make them available for review by the contracting officer, or his/her designated representative, within 10 days of written request.

(g) Neither the time required to perform the screening, nor the impact of any personnel action(s) required as a consequence of the screening shall be considered an "excusable delay" as described in the "Default" clause of this contract.

(h) Notwithstanding the diligent effort of the contractor to provide qualified and acceptable personnel for performance of the contract, the CO may by written notice deny access to FAA facilities, resources, or sensitive information to those personnel who have been deemed incompetent, careless, dangerous, unsuitable or otherwise objectionable, former federal employees in violation of a post-employment restriction, or those whose continued presence on Government property is contrary to the public interest or inconsistent with the interest of national security. The Contractor shall fill out, and cause each of its personnel on the contract to fill out for submission to the Government, such forms as may be necessary for security or other reasons relating to qualifications and suitability for contract work. Upon request of the CO, the Contractor's personnel shall be fingerprinted.

**H.2 REQUIREMENT FOR SCREENING OF CONTRACTOR PERSONNEL (JUL 2001)****CLA.1262****ATTACHMENT 1  
SCREENING STANDARDS-CONTRACTOR**

1. Record of conviction for illegal use or possession of intoxicants;
2. Record of conviction for illegal use, possession, or sale of controlled substances or marijuana;
3. Record of conviction of criminal behavior relating to immoral conduct, such as child molestation, rape, sexual assault, incest, bestiality, indecent exposure, lewd acts, etc.;
4. Record of conviction of criminal behavior relating to dishonesty, such as theft, larceny, burglary, robbery, forgery, extortion, counterfeiting, blackmail, fraud, conversion, sale, or possession of stolen property, embezzlement, etc.;
5. Record of conviction for criminally disruptive or violent behavior, such as assault, battery, kidnapping, abduction, murder, rape, arson, vandalism, voluntary manslaughter, child abuse, etc.;
6. Record of conviction for illegal use, possession, manufacture, or sale of firearms or explosives.
7. Violation of Hatch Act restrictions (5 U.S.C. Chapter 73), mutilation/destruction of public records, striking against the Government, desertion from the military, disregard for debts, engaging in riots or civil disorders, or a pattern of unemployability based upon misconduct or delinquency as reflected in employment history.

**H.2 REQUIREMENT FOR SCREENING OF CONTRACTOR PERSONNEL (JUL 2001)****CLA.1262**

**ATTACHMENT 2**  
**\*ADJUDICATIVE STANDARDS: ISSUES**  
**CLA 1262 (JUL 2001)**

Major issues or conduct which standing alone would be disqualifying under suitability, for any position is a conviction record within the past 9 years, particularly for issues 1, 2, 4, 5, 6, or 8. In addition, a pattern is defined as two or more convictions or a combination of two or more issues of any or all of the items listed below.

- 1. Issues related to use or possession of intoxicants:**  
Pattern of excessive use as reflected in (1) conviction record; (2) job performance; (3) employment history; (4) inability to function responsibly; (5) medical treatment; and (6) health.
- 2. Issues related to illegal use/possession of controlled substances or marijuana:**  
Pattern of excessive use as reflected in (1) conviction record; (2) job performance; (3) employment history; (4) inability to function responsibly; (5) medical treatment; (6) health; (7) manufacturing; (8) addiction; (9) importing/trafficking; and (10) cultivating for sale.
- 3. Issues related to financial responsibility:**  
Pattern of irresponsibility as reflected in (1) credit history; (2) disregard for debts; (3) abuse of fiduciary trust; and (4) continuing, major, valid liabilities.
- 4. Issues related to immoral conduct:**  
Pattern of misconduct as reflected in (1) conviction record; (2) medical treatment; (3) public knowledge; (4) child molestation; (5) sexual assault statutory rape; (6) incest; and (7) bestiality.
- 5. Issues related to honesty:**  
Pattern of dishonesty as reflected in (1) disregard for truth; (2) conviction records; (3) abuse of trust; (4) employment records; (5) blackmail; (6) counterfeiting; (7) extortion; (8) armed robbery; and (9) intentional false statement or deception or fraud in examination or appointment.
- 6. Issues related to disruptive or violent behavior:**  
Pattern of violence as reflected in (1) conviction record; (2) disregard for life or property; (3) civil actions; (4) employment record; (5) medical record; (6) aggravated assault; (7) assault with a deadly weapon; (8) assault with intent to commit rape; (9) kidnapping/abduction; (10) murder; (11) rape; (12) arson; (13) threat or assault upon a public official; (14) voluntary manslaughter; and (15) child abuse.
- 7. Issues related to termination or forced resignation:**  
Pattern of unemployability based on misconduct or delinquency as reflected in employment history.
- 8. Issues related to firearms/weapons:**  
Improper/illegal sale or transportation of firearm or explosive; manufacture of firearms or explosives.
- 9. Miscellaneous issues:**  
Hatch Act violation; (2) mutilation/destruction of public records; (3) engaging in riots or civil disorders; (4) striking against Government; and (5) desertion.

### H.3 FAA FACILITY REGULATIONS (OCT 2006)

CLA.3402

Contractor personnel, including employees of subcontractors at any tier, suppliers, etc., working at or visiting an FAA facility, shall abide by all applicable regulations in effect at that facility governing their conduct, including, but not limited to, those regulations pertaining to traffic, parking, security, and airport -matters. A non-inclusive list of such regulations is below. The full text of these is available at the website shown or can be obtained by contacting your Contracting Officer (CO)/Contracting Officer's Technical Representative (COTR).

#### FAA ORDERS/DIRECTIVES

##### Security

FAA Order 1600.72

[http://www.faa.gov/about/office org/headquarters offices/ash/ash programs/investigations/isp/media/160072.doc](http://www.faa.gov/about/office_org/headquarters_offices/ash/ash_programs/investigations/isp/media/160072.doc)

##### Harassment

FAA Order 1110.125A,

##### Accountability board

[https://employees.faa.gov/org/staffoffices/ahr/policy\\_guidance/hr\\_policies/order/orders/1110\\_125A/](https://employees.faa.gov/org/staffoffices/ahr/policy_guidance/hr_policies/order/orders/1110_125A/)

##### Smoking

FAA Order 3900.47

[https://employees.faa.gov/org/staffoffices/ahr/policy\\_guidance/hr\\_policies/order/orders/390047/](https://employees.faa.gov/org/staffoffices/ahr/policy_guidance/hr_policies/order/orders/390047/)

##### Safety/OSHA

FAA Order 3900.19B

[https://employees.faa.gov/employee\\_services/safety/occ\\_safety/media/FINAL3900.pdf](https://employees.faa.gov/employee_services/safety/occ_safety/media/FINAL3900.pdf)

##### Ramp/airdrome safety

<http://www.faa.gov/runwaysafety/ontheground.cfm>

FAA Order 5200.7A

<http://www.faa.gov/runwaysafety/pdf/5200.7A.pdf>

##### Internet use policy

FAA Order 1370.79A

[http://www.faa.gov/about/office org/headquarters offices/aio/documents/](http://www.faa.gov/about/office_org/headquarters_offices/aio/documents/)

#### MMAC ORDERS/DIRECTIVES

*For orders which are not accessible via the links, or not listed above Contact your Contracting Officer (CO)/Contracting Officer's Technical Representative (COTR)*

### H.4 REIMBURSEMENT OF TRAVEL COSTS (JUNE 2007)

CLA.4531

This clause governs the payment of travel expenses as a direct contract cost, as differentiated from indirect travel cost or Company travel that would be governed by the Contractor's internal travel policies. The Government will reimburse the contractor for travel costs, as specified in this clause, that are required, approved and incurred by contractor personnel traveling outside the commuting range of their assigned work location in performance of this contract.

(a) Travel under this clause must be funded under the contract/order and then authorized in advance by the Contracting Officer (CO) or Contracting Officer's Technical Representative (COTR) before travel costs are charged as a direct contract cost. Individual shall separately identify all travel related

expenses claimed for reimbursement, by trip. The contractor shall submit proof of its actual purchase price for commercial transportation, lodging and any other items to be reimbursed at actual cost. Unless directed otherwise, in writing, by the CO or COTR, subsistence cost (meals and incidental expenses) shall be billed and paid on the per diem basis specified below.

(b) Government reimbursements for claimed travel costs, including per diem, will be made in accordance with the Federal Travel Regulations (FTR), as amended, issued by the General Services Administration (GSA) and maintained on its website, <http://www.gsa.gov/>. Reimbursement for common-carrier fares shall be limited to actual cost of the lowest economy, standard, coach, or equivalent fare offered during normal business hours, plus customary agent fees. Any other common-carrier charges, reimbursement for private or corporate air travel or use of rental cars must be included in an advanced written authorization to travel. Expenses for transportation by private or corporate vehicles shall be reimbursed on a mileage basis at the FTR transportation rates in effect at the time the travel is accomplished, plus necessary tolls, or at the total constructive cost of common carrier transportation, whichever is most advantageous to the Government.

(c) The contractor shall not be entitled to reimbursement under this clause for any travel costs associated with contractor-directed personnel changes, personnel/labor disputes, for employee convenience, or for travel to and from the normal assigned work locations. All claims for reimbursement are subject to the cost principles contained in the FAA's Acquisition Management System.

(d) Travel costs for transportation, lodging, per diem or subsistence and other related expenses shall not be burdened by any profit or indirect costs with the exception of a nominal handling charge. Nominal handling charges may be charged for travel under this clause to the extent specified in the contract/order price schedule or payment clause elsewhere in this contract.

#### **H.5 AGREEMENT TO PARTICIPATE IN ALTERNATIVE DISPUTE RESOLUTION (APR 1998)**

**CLA.4540**

(a) The Federal Aviation Administration encourages direct communications and negotiations between the contractor and the contracting officer in an attempt to resolve contract disputes. In those situations where the parties are not able to achieve resolution at the contracting officer level, the agency favors the use of alternative dispute resolution (ADR) techniques to resolve disputes.

(b) The parties hereby agree that, prior to referring a contract dispute to the Office of Disputes Resolution as described in contract clause 3.9.1-1 "Contract Disputes", the parties will discuss whether they are willing to utilize ADR techniques such as mediation or nonbinding evaluation of the dispute by a neutral party. Upon receipt of a contract dispute from the contractor, the contracting officer will explore with the contractor whether the use of ADR techniques would be appropriate to resolve the dispute. Both parties must agree that the use of such techniques is appropriate, and agree to fairly share the associated expenses. If the parties do not mutually agree to utilize ADR to resolve the dispute, the dispute will be processed in accordance with the procedures set forth in clause 3.9.1-1.

#### **H.6 QUALIFICATIONS OF EMPLOYEES (DEC 2002)**

**CLA.4552**

The Contracting Officer will provide notice to the Contractor when any contractor employee is found to be unsuitable or otherwise objectionable, or whose conduct appears contrary to the public interest, or inconsistent with the best interest of national security. The Contractor shall take appropriate action, including the removal of such employees from working on this FAA contract, at their own expense. The contractor agrees to insert terms that conform substantially to the language of this clause in all subcontracts under this contract.

#### **H.7 NOTICE OF CONTRACTOR TESTIMONY (SEP 2006)**

**CLA.4555**

(a) The contractor shall notify the Contracting Officer promptly in writing of its intention, or the intention of its employees, subcontractors of any tier, or subcontractor employees, either voluntarily or under compulsion of competent authority, to provide sworn testimony on any matter related to or arising under the work required by and/or performed under, this contract. Such written notification at a minimum shall consist of the date and time of the testimony, identification of the court, board, or other body before which the testimony is made, the nature of the testimony to be given to the extent it is known at the time of this report, the nature of the contractor's involvement in the proceeding and any other circumstances



3related to the work performed under or related to the contract and the proceeding in which the testimony will be taken.

(b) The contractor shall include the substance of this clause, including this paragraph (b), in all subcontracts executed under this contract and shall require all subcontractors to provide the required report to the contractor.

#### **H.8 PERSONNEL AND SUPERVISION (OCT 2006)**

**CLA.4556**

The contractor shall designate sufficient supervisory personnel to meet task outcomes. Contract supervisors will provide day-to-day supervision of contract personnel including, but not limited to, work monitoring, payroll records, leave, etc. At no time will FAA personnel assume any responsibility for the supervision of contractor personnel. Government assistance will be available to provide technical and policy guidance through the assigned COTR.

#### **H.9 STRIKES OR PICKETING AFFECTING TIMELY COMPLETION OF THE CONTRACT WORK (SEP 2006)**

**CLA.4557**

Notwithstanding any other provision hereof, the Contractor is responsible for delays arising out of labor disputes, including but not limited to strikes, if such strikes are reasonably avoidable. A delay caused by a strike or by picketing which constitutes an unfair labor practice is not excusable unless the Contractor takes all reasonable and appropriate action to end such a strike or picketing, such as the filing of a charge with the National Labor Relations Board, the use of other available Government procedures, and the use of private boards or organizations for the settlement of disputes.

#### **H.10 TEAMING AND SUBCONTRACTS**

(a) **Teaming:** Teaming is any combination of two or more businesses submitting a proposal for a contract (order) award and identifying themselves as a collective resource for performance.

(b) The offeror awarded the contract (order) for the team is the team lead or prime Contractor. Prime means the firm awarded the contract (order) for each CLIN on behalf of the team who shall be responsible for all performance on the individual contracts (orders) awarded, as further defined by the individual task/delivery orders issued during the term of the specific contract (order). The prime will be the Government's single point of contact and representative for the team, including contracts (orders) with a subcontracting waiver, overall administration and reporting, all contract (order) billing and receipt of payments, and other applicable activities.

(c) Teams shall not add to or modify team membership following award except that team membership may be reduced or amended under extraordinary circumstances, subject to the approval of the FAA Contracting Officer.

(d) Although one and only one teaming partner/entity shall be recognized by the Government as the team lead/prime for each CLIN, all teaming parties shall be fully subject to the terms and conditions of the individual contracts (orders) awarded, as further defined by the individual task/delivery orders issued during the term of the specific contract (order). However, nothing in individual contracts (orders) awarded, as further defined by the individual task/delivery orders issued during the term of the specific contract (order), shall establish privities between the Government and any Contractor other than the lead Contractor.

(e) Teaming agreement(s) changes from that of the team's proposal must be in writing, clearly identifying the changes in the teaming relationships and provided to the CO by the lead Contractor within 5 business days of the change.

(f) Neither the team lead/prime nor any team member/teaming partners shall be considered subcontractors for the purposes of different labor rate structures and/or other purposes. The individual contracts (orders) awarded, as further defined by the individual task/delivery orders issued during the term of the specific contract (order), should include the teams one (1) set of blended labor rates for each CLIN, which shall be the maximum applicable rates for any and all team members and any and all work awarded to or performed by any and all such team members during the life of the individual contracts (orders) awarded, as further defined by the individual task/delivery orders issued during the term of the specific contract (order), including any options exercised by the Government.

(g) Team members may distribute/share work between and among themselves as they so choose, generally without restriction and/or prior consent of the Contracting Officer.

(h) To maintain continuity of teaming relationships and performance on the individual contracts (orders) awarded, as further defined by the individual task/delivery orders issued during the term of the specific contract (order), the contractor agrees to pay all team members, for work they performed hereunder, in accordance with the same payment terms as specified in the contract and further defined by the individual task/delivery orders issued during the term of the specific contract (order).

(i) It is highly encouraged for small businesses or socially and economically disadvantaged businesses to seek teaming/subcontracting arrangements under this contract.

(j) **Subcontracts:** Prior to the placement of subcontracts, the contractor shall ensure that:

(1) They contain all of the clauses and provisions of the individual contract (order) awarded, as further defined by the individual task/delivery orders issued during the term of the specific contract (order), (altered when necessary for proper identification of the contracting parties) which contain a requirement for such inclusion in applicable subcontracts. If applicable, particular attention shall be directed to the potential flow down applicability of the FAAMS 3.6.1-3, Utilization of Small Business Concerns and Small Disadvantaged Business Concerns.

(2) Any required prior notice and description of the subcontract is given to the Contracting Officer and any required consent is received. Except as may be expressly set forth therein, any consent by the Contracting Officer to the placement of subcontracts shall not be construed to constitute approval of the subcontractor or any subcontract terms or conditions, determination of the allowability of any cost, revision of this contract, or any of the respective obligations of the parties hereunder, or creation of any subcontractor privities of contract with the Government.

#### **H.11 ACCESS TO GOVERNMENT PROPERTY AND FACILITIES**

(a) As part of this effort, the contractor shall be working and attending meetings at Government facilities and field facilities. Therefore, the contractor shall be granted ingress and egress to the facilities at all times during normal working hours to obtain information necessary for performance of the contract.

(b) While contractor personnel are at the Government site, they are required to comply with all rules and regulations in effect at that site. Contractor personnel shall comply with rules and regulations governing employee conduct with respect to health and safety, not only as they relate to themselves, but also to other Government employees or agents of the Government. The contractor shall also exercise proper care of all property at the Government site regardless of whether title to such vests with the Government or not.

(c) The facilities to which contractor personnel shall have access will remain in the Government's custody and shall not be considered as property or facilities furnished to the contractor.

(d) The Government facilities to which contractor personnel shall have access under the contract awarded, shall be made available during the entire performance period. The Contracting Officer shall, upon timely receipt of written request from the contractor, make a determination of the delay, if any, caused by the unavailability and make an equitable adjustment to the delivery schedule and costs (exclusive of fee or profit) pursuant to the FAAMS clauses.

#### **H.12 CONFIDENTIALITY OF DATA AND INFORMATION**

(a) The contractor and any of its subcontractors in performance of the contract, may have need for access to and use of various types of data and information in the possession of the Government, which the Government obtained under conditions which restrict the Government's right to use and disclose the data and information, or which may be of a nature that its dissemination or use other than in the performance of the contract, would be adverse to the interests of the Government or other parties. Therefore, the contractor and its subcontractors agree to abide by any restrictive use conditions on such data and not to:

(1) Knowingly disclose such data and information to others without written authorization from the Contracting Officer, unless the Government has made the data and information available to the public; and

(2) Use for any purpose, other than the performance of the contract, that data which bears a restrictive marking or legend.

(b) In the event the work required to be performed under the contract require access to proprietary data of other companies, the contractor shall obtain agreement from such other companies for such use unless such data is provided or made available to the contractor by the Government. Two copies of such company-to-company agreements shall be furnished promptly to the Contracting Officer

for information only. These agreements shall prescribe the scope of authorized use of disclosure, and other terms and conditions to be agreed upon between the parties thereto. It is agreed by the contractor that any such data, whether obtained by the contractor pursuant to the aforesaid agreement or from the Government, shall be protected from unauthorized use or disclosure to any individual, corporation, or organization so long as it remains proprietary.

(c) Through formal training and company policy and procedures, the contractor agrees to make employees aware of the requirement to maintain confidentiality of data and information, as required above, to the end that they will be disciplined in the necessity to refrain from divulging either the proprietary data of other companies or data that is obtained from the Government to anyone except as authorized. The contractor shall obtain from each employee, engaged in any effort connected with the particular, an agreement, in writing, which shall in substance provide that such employee will not, during his/her employment by the contractor, or thereafter disclose to others or use for his/her own benefit or the future benefit of any individual any trade secrets, confidential information, or proprietary/restricted data (to include Government "For Official Use Only") received in connection with the work under particular contract (order).

(d) The contractor agrees to hold the Government harmless and indemnify the Government as to any cost/loss resulting from the unauthorized use or disclosure of third party data or software by the contractor, its employees, subcontractors, or agents.

### **H.13 NON-PERSONAL SERVICES**

(a) The contractor agrees that this is a non-personal service contract. For all the purposes of the contract, the contractor is not, nor shall it hold itself out to be, an agent or partner of, or joint venture with the Government; and that the contractor shall neither supervise, nor accept supervision from, Government employees.

(b) No personal services shall be performed under the contract awarded. The Government will directly supervise no contractor employee. The applicable contractor supervisor shall give all individual contractor assignments and daily work direction. If the contractor believes that any Government action or communication has been given that would create a personal services relationship between the Government and any contractor employee, the contractor shall promptly notify the Contracting Officer of this communication or action.

(c) The contractor shall not perform any inherently governmental functions under the contract awarded. No contractor employee shall hold him or herself out to be a Government employee, agent, or representative. No contractor employee shall state orally or in writing at any time that he or she is acting on behalf of the Government. In all communications (including meetings participation) with third parties in connection with the contract awarded, contractor employees shall identify themselves as contractor employees and specify the name of the company for which they work. In all communications with other Government contractors in connection with the contract awarded, the contractor employee shall state that they have no authority to in anyway change such contract. If the other contractor believes this communications to be direction to change their contract, they should notify the Contracting Officer and not carry out the direction until a clarification has been issued by the Contracting Officer.

(d) Pursuant to AMS 3.8, the CO may waive this provision to the extent that the contract awarded, may require personal services, provided that the required FAA approvals are obtained prior to the performance of the services.

### **H.14 EMPLOYMENT/RETENTION PLAN**

The Government has an interest in retaining experienced/qualified support services personnel familiar with the work environment. The contractor shall maintain a current Employer/Retention Plan, which describes efforts to obtain and retain experienced employees, such as interviews, and offers of employment. In addition, the contractor shall identify how they intend to retain qualified employees and control employee turnover, including replacements. The contractor shall maintain and adhere to the retention plan through the life of the contract.

### **H.15 KEY PERSONNEL AND LINES OF COMMUNICATION**

(a) These resources shall be adequately skilled and possess the appropriate skills to support the functions required to meet the requirements of the SOW. Prior to removing, replacing, or diverting any

key personnel, the Contractor shall notify the Contracting Officer reasonably in advance and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on this contract. The Contractor without the written consent of the Contracting Officer shall make no removal, substitution or diversion of the key personnel

(b) The contractor agrees that the proposed key personnel for the contract shall be available at the time of award to the end of the performance period of contract, unless the key personnel permanently terminate employment with contractor, or the Government's contracting officer concurs in advance with a replacement.

(c) Required personnel assigned to each contract will be mutually agreed on between the Government and the contractor, (e.g. Senior Subject Matter Expert). Any replacement of required individual positions on the contract (order) must be approved in advance by the Government Contracting Officer before assignment.

(d) The prime contractor shall communicate only through the Government's Contracting Officer and/or the Contracting Officer's Technical Representative regarding all contracts, unless otherwise specifically approved in writing by the Contracting Officer to named Government individuals, such as a COTR.

### **3.8.2-17 KEY PERSONNEL AND FACILITIES (Jul 1996)**

(a) The personnel and/or facilities as specified below are considered essential to the work being performed hereunder and may, with the consent of the contracting parties, be changed from time to time during the course of the contract.

(b) Prior to removing, replacing, or diverting any of the specified personnel and/or facilities, the Contractor shall notify in writing, and receive consent from, the Contracting Officer reasonably in advance of the action and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on this contract.

No diversion shall be made by the Contractor without the written consent of the Contracting Officer.

(c) The key personnel and/or facilities under this contract:

#### **SENIOR SUBJECT MATTER EXPERT**

**PART II – SECTION I**  
**CONTRACT CLAUSES**

**I.1 CEILING PRICE (JAN 1997)****CLA.0120**

Notwithstanding the provisions of AMS 3.3.1-5, Payments under Time-and-Materials and Labor-Hour Contracts, incorporated by reference in Section I, the ceiling price required therein is applicable to and will be established for each delivery order issued hereunder and will vary depending on the work to be performed.

**I.2 SAVE HARMLESS AND INDEMNITY AGREEMENT (JAN 1997)****CLA.3211**

The contractor shall save and keep harmless and indemnify the Government against any and all liability, claims, and costs of whatsoever kind and nature of injury to or death of any person or persons and for loss or damage to any property (Government or otherwise) occurring in connection with or in any way incident to or arising out of the occupancy, use, service, operations, or performance of work in connection with this contract, resulting from the negligent acts, fault or omissions of the contractor, any subcontractor, or any employee, agent, or representative of the contractor or any subcontractor.

**3.1.7-6 DISCLOSURE OF CERTAIN EMPLOYEE RELATIONSHIPS (Oct 2006)**

(a) The policy of the FAA is to avoid doing business with contractors, subcontractors, and consultants who have a conflict of interest or an appearance of a conflict of interest. The purpose of this policy is to maintain the highest level of integrity within its workforce and to ensure that the award of procurement contracts is based upon fairness and merit.

(b) The contractor must provide to the Contracting Officer the following information with its proposal and must provide an information update within 30 days of the award of a contract, any subcontract, or any consultant agreement, or within 30 days of the retention of a Subject Individual or former FAA employee subject to this clause:

(1) The names of all Subject Individuals who:

- (i) participated in preparation of proposals for award; or
- (ii) are planned to be used during performance; or
- (iii) are used during performance; and

(2) The names of all former FAA employees, retained by the contractor who were employed by FAA during the two year period immediately prior to the date of:

- (i) the award; or
- (ii) their retention by the contractor; and

(3) The date on which the initial expression of interest in a future financial arrangement was discussed with the contractor by any former FAA employee whose name is required to be provided by the contractor pursuant to subparagraph (2); and

(4) The location where any Subject Individual or former FAA employee whose name is required to be provided by the contractor pursuant to subparagraphs (1) and (2), are expected to be assigned.

(c) "Subject Individual" means a current FAA employee's father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, half sister, spouse of an in-law, or a member of his/her household.

(d) The contractor must incorporate this clause into all subcontracts or consultant agreements awarded under this contract and must further require that each such subcontractor or consultant incorporate this

clause into all subcontracts or consultant agreements at any tier awarded under this contract unless the Contracting Officer determines otherwise.

(e) The information as it is submitted, must be certified as being true and correct. If there is no such information, the certification must so state.

(f) Remedies for nondisclosure: The following are possible remedies available to the FAA should a contractor misrepresent or refuse to disclose or misrepresent any information required by this clause:

- (1) Termination of the contract.
- (2) Exclusion from subsequent FAA contracts.
- (3) Other remedial action as may be permitted or provided by law or regulation or policy or by the terms of the contract.

### **3.2.2.3-39 REQUIREMENTS FOR COST OR PRICING DATA OR OTHER INFORMATION— MODIFICATIONS (July 2004)**

(a) When there are price adjustments in the contract, the Contractor (you, your) must submit the following:

(1) A certificate of current cost or pricing data (CCCPD) described in paragraph (e), or

(2) For information other than current cost or pricing data (CPD), a request for an exception to CCCPD. You must request this exception from the CO in writing with the following types of information or data that would establish the reasonableness of the prices you offer:

(i) Information on an exception you received on earlier or repetitive acquisitions;

(ii) Catalog price information including:

(A) A dated catalog with the prices;

(B) The applicable catalog pages; or

(C) A statement that the catalog is on file in the contracts office that will issue this contract modification;

(iii) Information on the current discount policies and price lists (published or unpublished), for example wholesale, original equipment manufacturer, and reseller;

(iv) Evidence of substantial sales to the general public for catalog items that exceed [Contracting Officer (CO) to insert extended value - not unit price]. Your evidence may consist of verifiable records such as a sales order, contract, shipment, invoice, actual recorded sales; or sales by your affiliates, other manufacturers or vendors when your price proposal is based on sales of essentially the same commercial item. You must also explain the relationship of the offered price to the (1) established catalog price, or (2) the price of recent and substantial sales of similar quantities of the items that were sold to the general public at prices that differ from catalog or list prices;

(v) The basis for the market price including:

(A) The source, date or period of the market quotation;

(B) Any other basis for the market price, the base amount, and applicable discounts;

(C). The nature of the market for the supply or service you are offering (should be the same as or similar to the market price supply or service); or

(D) Data supporting substantial sales to the general public.

(vi) Laws or regulations that establish your offered prices. If the price is controlled under law by periodic

rulings, reviews, or similar actions of a governmental body, attach a copy of a controlling document that you did not previously submit to the contracting office;

(vii) Information on modifications of contracts or subcontracts for commercial items that relate to the offered price, as follows:

(A) If you received an exception based on adequate price competition, catalog or market prices of commercial items, or prices set by law or regulation under the original contract or subcontract, and this modification is not covered by these exceptions, you must provide information to establish that the modification would not change the contract or subcontract from one for a commercial item to one for a non-commercial item;

(B) For commercial items, you may provide information on selling prices of the same item or similar items in the commercial market; and

(viii) Any other information the CO requests to support your request for an exception or to conclude that your price is fair and reasonable.

(b) You give the CO the right to examine books, records, documents, or other directly pertinent records to verify your request for an exception under this clause or the reasonableness of price at any time before award.

(c) The CO will not require you to provide access to cost or price information or other data that apply to prices offered in the catalog or marketplace.

(d) Submitting information to qualify for an exception does not mean that this is the only exception that may apply.

(e) You must submit under paragraph (a):

#### CERTIFICATE OF CURRENT COST OR PRICING DATA

I certify that, to the best of my knowledge and belief, the cost or pricing data we submit, either actually or by specific identification in writing, to the Contracting Officer or to the Contracting Officer's representative to support [\*] are accurate, complete, and current as of [\*\*]. This certification includes the cost or pricing data supporting any advance agreements and forward pricing rate agreements between the us and the Government that are part of the proposal.

[Contractor insert the following information.]

Firm \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Date of execution [\*\*\* \_\_\_\_\_]

\*Contractor identify the proposal, request for price adjustment, or other submission involved, giving the appropriate identifying number (for example, SIR No.)

\*\* Contractor insert the day, month, and year when price negotiations were concluded and price agreement was reached or, if applicable, an earlier date agreed upon between the parties that is as close as practicable to the date of a price agreement.

\*\*\* Contractor insert the day, month, and year of signing, which should be as close as practicable to the

date when the price negotiations were concluded and the parties agreed on the contract price.

(End of certificate)

### **3.2.4-16 ORDERING (Oct 1996)**

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from **01 October 2007 through 30 September 2012**. If options are exercised orders may be issued during the period of each option period (see Section F, paragraph F.2).

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

### **3.2.4-17 ORDER LIMITATIONS (Oct 1996)**

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than **\$1.00**, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor-

(1) Any order for a single item in excess of **amount funded**;

(2) Any order for a combination of items in excess of **amount funded**; or

(3) A series of orders from the same ordering office within **10** days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract, the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within **2** days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

### **3.2.4-19 REQUIREMENTS (Oct 1996)**

(a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the "Schedule" are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the "Schedule" and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) Except as this contract otherwise provides, the Government shall order from the Contractor all the



supplies or services specified in the "Schedule" that are required to be purchased by the Government activity or activities specified in the "Schedule."

(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after **30 September 2012**.

#### **3.2.4-34 OPTION TO EXTEND SERVICES (Apr 1996)**

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within the period specified in the Schedule.

#### **3.2.4-35 OPTION TO EXTEND THE TERM OF THE CONTRACT (Apr 1996)**

(a) The Government may extend the term of this contract by written notice to the Contractor prior to contract expiration; provided, that the Government shall give the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option provision.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years, 6 months.

#### **3.3.1-33 CENTRAL CONTRACTOR REGISTRATION (Apr 2006)**

(a) Definitions. As used in this clause

"Central Contractor Registration (CCR) database" means the primary Government repository for Contractor information required for the conduct of business with the Government.

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts for the same parent concern.

"Registered in the CCR database" means that the Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from

this solicitation.

(2) The offeror shall enter, in Representations, Certifications and Other Statements of Offerors Section of the solicitation, the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com/>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and ZIP Code.

(iv) Company Mailing Address, City, State and ZIP Code (if different from physical street address).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer may proceed to award to the next otherwise successful registered offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g)(1)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in AMS Procurement Guidance T3.10.1.A-8, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to:

(A) change the name in the CCR database;

(B) comply with the requirements of T3.10.1.A-8; and

(C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide the Contracting Officer with the notification, sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than

the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims. Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov/> or by calling 1-888-227-2423, or 269-961-5757.

### **3.3.1-34 PAYMENT BY ELECTRONIC FUNDS TRANSFER/CENTRAL CONTRACTOR REGISTRATION (Oct 2005)**

(a) Method of payment.

(1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either—

- (i) Accept payment by check or some other mutually agreeable method of payment; or
- (ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).

(b) Contractor's EFT information. The Government shall make payment to the Contractor using the EFT information contained in the Central Contractor Registration (CCR) database. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the CCR database.

(c) Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR Part 210.

(d) Suspension of payment. If the Contractor's EFT information in the CCR database is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into the CCR database; and any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(e) Liability for uncompleted or erroneous transfers.

(1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for—

- (i) Making a correct payment;
- (ii) Paying any prompt payment penalty due; and
- (iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and—

- (i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or
- (ii) If the funds remain under the control of the payment office, the Government shall not make payment, and the provisions of paragraph (d) of this clause shall apply.

(f) EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before

the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(g) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall register separately in the CCR database and shall be paid by EFT in accordance with the terms of this clause. Notwithstanding any other requirement of this contract, payment to an ultimate recipient other than the Contractor, or a financial institution properly recognized under an assignment of claims, is not permitted. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(h) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.

(i) Payment information. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in the CCR database.

### **3.8.2-22 SUBSTITUTION OR ADDITION OF PERSONNEL (October 2006)**

(1) The Contractor must assign only those individuals whose resumes, personnel data, or personnel qualification statements have been submitted and determined by the Contracting Officer to meet the minimum requirements of the contract. The Contractor must not substitute or add personnel except in accordance with this clause.

#### **(2) Substitution of Personnel.**

(a) For the first 90 days of contract performance, the Contractor must not substitute personnel for the individuals whose resumes or other personal qualification were submitted with its offer and that were determined by the Contracting Officer to be acceptable at the time of contract award, unless such substitutions are because of an individual's sudden illness, death, or termination of employment. In any of these events, the Contractor must promptly notify the Contracting Officer and propose substitute personnel as required by paragraph (4) below.

(b) If an individual becomes, for whatever reason, unavailable for work under the contract for a continuous period exceeding thirty (30) working days, or is expected to devote substantially less effort to the planned work, the Contractor must propose a substitute personnel as required by paragraph (4) below.

(3) Addition of Personnel. If an FAA requirement will increase the specified level of effort for a designated labor category, but not the overall level of effort of the contract, then the Contractor must notify the Contracting Officer to add personnel to the designated labor category. The Contractor must request added personnel as required by paragraph (4) below.

(4) Request and Review. The Contractor must submit the request for substitute or added personnel in writing to the Contracting Officer at least 30 days (if a security clearance must be obtained, at least 45 days) before the proposed date of substitution or addition. The Contractor's request must provide a detailed explanation of the circumstances causing the proposed substitution or addition, a complete resume for the proposed substitute or added personnel, and any additional information required by the Contracting Officer. Proposed substitutes and added personnel must have qualifications equal to or higher than those stated in the contract for the labor category. The Contracting Officer will evaluate the

Contractor's request and promptly notify the Contractor of the decision to accept or reject the qualifications of the substitute or added personnel.

(5) The Contracting Officer may terminate the contract if the Contractor has not made suitable, timely, and reasonably forthcoming replacement of personnel who have been reassigned or terminated or otherwise become unavailable to work under the contract or the resulting loss of productive effort would impair the successful completion of the contract. Alternatively, if the Contracting Officer finds the Contractor to be at fault for the condition, then the Contracting Officer may equitably adjust (downward) the contract price or fixed fee to compensate the Government for any delay, loss or damage as a result of the Contractor's action.

### **3.9.1-2 PROTEST AFTER AWARD (August 1997)**

(a) Upon receipt of a notice that a protest has been filed with the FAA Office of Dispute Resolution, or a determination that a protest is likely, the Administrator or his designee may instruct the Contracting Officer to direct the Contractor to stop performance of the work called for by this contract. The order to the Contractor shall be in writing, and shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Upon receipt of the final decision or other resolution of the protest, the Contracting Officer shall either--

(1) Cancel the stop-work order; or

(2) For other than cost-reimbursement contracts, terminate the work covered by the order as provided in the "Default" or the "Termination for Convenience of the Government" clause(s) of this contract; or

(3) For cost-reimbursement contracts, terminate the work covered by the order as provided in the "Termination" clause of this contract.

(b) If a stop-work order issued under this clause is canceled either before or after the final resolution of the protest, the Contractor shall resume work. The Contracting Officer shall make for other than cost-reimbursement contracts, an equitable adjustment in the delivery schedule or contract price, or both; and for cost-reimbursement contracts, an equitable adjustment in the delivery schedule, the estimated cost, the fee, or a combination thereof, and in any other terms of the contract that may be affected; and the contract shall be modified, in writing, accordingly, if--

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to an adjustment within 30 days after the end of the period of work stoppage; provided, that if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon a proposal submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

(e) The Government's rights to terminate this contract at any time are not affected by action taken under this clause.

### **3.13-11 PLAIN LANGUAGE (July 2006)**

When the statement of work for a contract requires the contractor to deliver any document that will be published, either electronically or in hard copy, for dissemination outside the FAA, or for broad dissemination within the FAA, the document must comply with FAA Order 1000.36, FAA Writing Standards.

### **3.14-2 CONTRACTOR PERSONNEL SUITABILITY REQUIREMENTS (July 2006)**

(a) This clause applies to the extent that this contract requires contractor employees, subcontractors, or consultants to have unescorted access to FAA:

(1) Facilities;

(2) Sensitive information; and/or

(3) Resources regardless of the location where such access occurs, and none of the exceptions of FAA Order 1600.72A, Contractor and Industrial Security Program, Chapter 5, paragraphs 4, 6, 7 and 8 pertains.

Definitions of applicable terminology are contained in the corresponding guidance and Order 1600.72A, appendix A.

(b) Consistent with FAA Order 1600.72A, the FAA Servicing Security Element (SSE) has approved designated risk levels for the positions under the contract.

(c) Not later than five (5) business days, not to exceed a maximum of 30 days, after contract award (or date of modification, if this provision is included by modification to an existing contract), for each employee in a listed position requiring access, provided, no previous background investigations can be supported as described below, the contractor will submit the following documentation to the SSE for an employment suitability determination:

- Standard Form (SF) 85P, Questionnaire for Public Trust Positions as designated by the Contractor Position Risk/Sensitivity Level Designation Record, FAA Form 1600-77, will be completed (all questions answered) in accordance with the instruction sheet.

- One fingerprint card (FD-258). Fingerprints will be taken by those individuals who have been identified as either a Trusted Agent or a Personal Identity Verification (PIV) registrar (SSE).

In some instances, the fingerprint only may be required and an OF-306 Declaration for Federal Employment, most current edition, will also be submitted.

The applicant will appear in person and provide two forms of identity source documents in original form to the PIV Registrar (SSE) or the authorized Trusted Agent. The identity source documents must come from the list of acceptable documents included in Form I-9, OMB No. 1115-0136, Employment Eligibility Verification or version of the DOT F 1681 containing the list of acceptable identity verification documents. At least one document will be a valid State or Federal Government-issued picture Identification. A signed I-9 Form may be used but must indicate the two source documents that were verified.

The type of investigation conducted will be determined by the position risk level designation for all duties, functions, and/or tasks performed and will serve as the basis for granting a favorable employment suitability authorization as described in FAA Order 1600.72A. If an employee has had a previous U. S. Government conducted background investigation which meets the requirements of Chapter 5 of FAA Order 1600.72A and Homeland Security Presidential Directive 12 (HSPD-12), it will be accepted by the FAA. However, the FAA reserves the right to conduct further investigations, if necessary. For each contractor employee for which a previous background investigation was completed, the contractor will provide, in writing to the SSE, the name, date of birth, place of birth, and social security number of the employee, the name of the investigating entity, type of background investigation conducted, and

approximate date the previous background investigation was completed. For all contracts over six (6) months in duration, the minimum background investigation requirement will be a National Agency Check with Inquiries (NACI). Please check with your SSE for final determination as to OPM background investigation type required. The contract may include positions that are temporary, seasonal, or under escort only. In such cases, a FAA Form 1600-77 for each specific position will be established as the investigative requirements may differ from the NACI.

The contractor must submit the required information with a transmittal letter referencing the contract number and this request to:

Regional and Center Contracts:

FAA Mike Monroney Aeronautical Center  
AMC-700, Rm HQ 321C  
P.O. Box 25082  
Oklahoma City, OK 73125

The transmittal letter must also include a list of all of the names of contractor employees and their positions for which completed forms will be submitted to the SSE pursuant to this Clause. A copy of the transmittal letter must also be provided to the Contracting Officer/Contracting Officer's Technical Representative (COTR) minus any privacy act information.

(d) The contractor must submit the information required by Section (c) of this Clause for any new employee not listed in the Contractor's initial submission who is hired into any position identified in Section (c) of this Clause.

(e) The Contracting Officer will provide notice to the contractor when any contractor employee is found to be unsuitable or otherwise objectionable, or whose conduct appears contrary to the public interest, or inconsistent with the best interest of national security. The contractor must take appropriate action, including the removal of such employee from working on this FAA contract, at their own expense. The Contracting Officer will confirm to the SSE that the action has been taken.

(f) No contractor employee will work in a high, moderate, or low risk position unless the SSE has received all forms necessary to conduct any required investigation and has authorized the contractor employee to begin work.

(g) As applicable, the contractor must submit quarterly/bi-annual reports to the Contracting Officer with a copy to the SSE and the Operating Office on or before the fifth (5<sup>th</sup>) business day following each report period. This report must include a complete alphabetical listing of all current contractors who are currently supporting the contract and a separate listing of all terminated contractors.

(h) The contractor must notify the CO within one (1) business day after any employee identified pursuant to Section (c) of this Clause is terminated from performance on the contract.

(i) The Contracting Officer may also, after coordination with the SSE and other security specialists, require contractor employees to submit any other security information (including additional fingerprinting) deemed reasonably necessary to protect the interests of the FAA. In this event, the contractor must provide, or cause each of its employees to provide, such security information to the SSE, and the same transmittal letter requirements of Section (c) of this Clause applies.

(j) The contractor and/or subcontractor(s) must immediately contact the Servicing Security Elements (Regional and/or Center Security Divisions) or AIN-400 at Headquarters in the event an employee is arrested (detained by law enforcement for any offenses, other than minor traffic offenses) or is involved in theft of government property or the contractor becomes aware of any information that may raise a question about the suitability of a contractor employee.

(k) Failure to submit information required by this clause within the time required may be determined by the Contracting Officer a material breach of the contract.

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(l) If subsequent to the effective date of this contract, the security classification or security requirements under this contract are changed by the Government and if the changes cause an increase or decrease in direct contract costs or otherwise affect any other term or condition of this contract, the contract will be subject to an equitable adjustment.

(m) The contractor agrees to insert terms that conform substantially to the language of this clause, including this paragraph (l) but excluding any reference to the Changes clause of this contract, in all subcontracts under this contract that involve access and where the exceptions under Chapter 5, FAA Order 1600.72A do not apply.

(n) The Contracting Officer will ensure the SSE receives a list of all proposed contractor employees, the name of the contracting company, contract number, duty location, identification of the funding line of business, and the names of the contracting officers and COTR for each contract within five (5) business days of contract award. If the Contracting Officer provided the SSE a solicitation number during pre-award, the contracting officer will ensure the SSE is notified of the contract number.

(o) Contractor employees who have not undergone a background investigation must be escorted at all times. In some instances, a contractor employee may be required to serve as an escort. In this situation, the contractor employee must have a completed and favorably adjudicated National Agency Check with Inquiries (NACI).

#### **3.14-4 GOVERNMENT-ISSUED KEYS, IDENTIFICATION BADGES, AND VEHICLE DECALS (Jul 2006)**

(a) It may become necessary for the Government to issue keys, PIV cards, vehicle decals, and/or access control cards to contractor employees. Prior to or upon completion or termination of the work required hereunder, the contractor must return all such Government-issued items to the issuing office with notification to the Contracting Officer's Technical Representative (COTR). When contractor employees who have been issued such items are terminated or no longer required to perform the work, the Government-issued items must be returned to the Government within three (3) business days or upon termination of the contract or the employee. Improper use, possession or alteration of FAA issued keys, PIV Cards and/or vehicle decals is subject to penalties under Title 18, USC 499, 506, and 701.

(b) In the event such keys, PIV Cards, or vehicle decals are not returned, the contractor understands and agrees that the Government may, in addition to any other withholding provision of the contract, withhold \$200 for each key PIV Card, and vehicle decal not returned. If the keys, PIV Cards, or vehicle decals are not returned within 30 calendar days from the date the withholding action was initiated, any amount so withheld must be forfeited by the contractor.

(c) Access to aircraft ramp/hangar areas is authorized only to those persons displaying a flight line identification card and for vehicles, a current ramp permit issued pursuant to Title 49, Part 1542, Code of Federal Regulations.

(d) The Government retains the right to inspect inventory, or audit PIV Cards, keys, vehicle decals, and access control cards issued to the contractor in connection with the contract at the convenience of the Government. Any items not accounted for, to the satisfaction of the Government will be assumed to be lost and the provisions of section (b) apply.

(e) Keys must be obtained from the COTR who will require the contractor to sign a receipt for each key obtained. Lost keys, PIV Cards, vehicle decals, and access control cards must immediately be reported concurrently to the Contracting Officer (CO), COTR, and Security and Investigations Division, AMC-700 and the Office of Facility Management, AMP-300. Electronic keying cards are handled in the same manner as metal keys.

(f) Each contract employee, during all times of on-site performance at the FAA Headquarters in Washington, DC, the Mike Monroney Aeronautical Center in Oklahoma City, and the FAA Facility in Egg Harbor Twp, NJ, and at any location where AJW personnel are located within the contiguous United States must prominently



display his/her current and valid PIV card on the front portion of his/her body between the neck and waist. Each PIV cardholder must not affix pins, stickers, or other decorations to the PIV.

(1) Prior to any contractor employee obtaining a PIV Card or vehicle decals, the contract employee is required to report in person to the SSE Registrar or an FAA designated trusted agent for fingerprinting, photographing, and to submit their required investigation forms as described in AMS clause 3.14-2, Contractor Personnel Suitability Requirements. The investigative forms must be submitted to the Security and Investigations Division, AMC-700, Mike Monroney Aeronautical Center by the contractor in a sealed envelope either hand carried by the contractor or sent via U.S. mail to: FAA, Security and Investigations Division, AMC-700, P.O. Box 25082, Oklahoma City, OK 73125. The SSE will review the forms and approve interim suitability prior to the contract employee beginning work. When an interim is granted by the SSE, the individual may begin work under escort until their OPM fingerprint check has been returned and successfully adjudicated at such time they can then be badge. If the contract employee requires a PIV Card, the fingerprint check must be completed and favorably adjudicated by the SSE prior to approval or issuance of the PIV card.

(2) To obtain the PIV Card, contractor employee must submit an Identification Card/Credential Application (DOT 1681) signed by the contractor employee and by the authorized trusted agent (when applicable) and also by the authorized sponsor to the CO or to the COTR. The DOT 1681 must contain, as a minimum, under the "Credential Justification" heading, the name of the contractor/company, the contract number or the appropriate acquisition identification number, the expiration date of the contract or the task (whichever is sooner), and the required signatures. The contractor will be notified when the DOT 1681 has been approved and is ready for processing by the Security and Investigations Division, AMC-700, Mike Monroney Aeronautical Center, at 405-954-5626. Arrangements for processing the identification cards, including photographs and lamination can be made by the contacting FAA Headquarters ID Center, at 202-267-7423.

(3) The contractor must contact the SSE to obtain the procedures that the contractor's employees must utilize to obtain their PIV Card.

(g) The contractor is responsible for ensuring final out-processing is accomplished for all departing contractor employees. Final out-processing must be accomplished by close of business the final workday of the contractor employee or the next day under special conditions. The SSE must be notified in writing and ensure that all FAA medial, including the PIV card are returned to the SSE. Aeronautical Center Form AC 3370-2, Contract Employee Clearance Form will be completed by the contractor and copies will be distributed to the COTR, CO, and AMC-700 after completion.

### **3.14-5 SENSITIVE UNCLASSIFIED INFORMATION (SUI) (July 2006)**

(a) Sensitive information must be restricted to specific contractors who:

- (1) Have a need "to know" to perform contract tasks;
- (2) Meet personnel suitability security requirements to access sensitive information; and
- (3) Successfully complete a non-disclosure agreement (NDA).

(b) The contractor must develop and implement procedures to ensure that sensitive information is handled in accordance with FAA requirements and at a minimum, must address:

- (1) Steps to minimize risk of access by unauthorized persons during business and non-business hours to include storage capability;
- (2) Procedures for safeguarding during electronic transmission (voice, data, fax) mailing or hand carrying;
- (3) Procedures for protecting against co-mingling of information with general contractor data system/files;
- (4) Procedures for marking documents with both the protective marking and the distribution limitation statement as needed;
- (5) Procedures for the reproduction of subject material;
- (6) Procedures for reporting unauthorized access; and
- (7) Procedures for the destruction and/or sanitization of such material.

**3.1-1 CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE (DEC 2005)**

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at:

<http://conwrite.faa.gov> (on this web page, select "Search and View Clauses").

- 3.1.7-2 Organizational Conflicts of Interest (Aug 1997)**
- 3.2.2.3-33 Order of Precedence (July 2004)**
- 3.2.2.3-75 Requests For Contract information (Jul 2004)**
- 3.2.2.7-6 Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (April 1996)**
- 3.2.4-5 Allowable Cost and Payment (April 2001)**
- 3.2.5-1 Officials Not to Benefit (April 1996)**
- 3.2.5-3 Gratuities or Gifts (January 1999)**
- 3.2.5-4 Contingent Fees (October 1996)**
- 3.2.5-5 Anti-Kickback Procedures (October 1996)**
- 3.2.5-7 Disclosure Regarding Payments to Influence Certain Federal Transactions (June 1999)**
- 3.2.5-8 Whistleblower Protection for Contractor Employees (April 1996)**
- 3.3.1-5 Payments under Time-and-Materials and Labor-Hour Contracts (April 2001)**
- 3.3.1-10 Availability of Funds (April 1996)**
- 3.3.1-15 Assignment of Claims (April 1996)**
- 3.3.1-17 Prompt Payment (January 2003)**
- 3.3.2-1 FAA Cost Principles (October 1996)**
- 3.4.1-12 Insurance (July 1996)**
- 3.6.1-3 Utilization of Small, Small Disadvantaged, Women-Owned, and Service- Disabled Veteran Owned Small Business Concerns (September 2001)**
- 3.6.1-4 Small, Small Disadvantaged and Women-Owned, and Service-Disabled Veteran Owned Small Business Concerns (April 2007)**
- 3.6.2-2 Convict Labor (April 1996)**
- 3.6.2-9 Equal Opportunity (August 1998)**
- 3.6.2-12 Affirmative Action for Special Disabled and Vietnam Era Veterans (April 2007)**
- 3.6.2-13 Affirmative Action for Handicapped Workers (April 2000)**
- 3.6.2-14 Employment Reports on Special Disabled Veterans and Veterans of Vietnam Era (Apr 2007)**
- 3.6.2-35 Prevention of Sexual Harassment (August 1998)**
- 3.6.2-37 Notification of Employees Rights Concerning Payment of Union Dues or Fees (Apr 2007)**
- 3.6.3-2 Clean Air and Clean Water (April 1996)**
- 3.6.3-16 Drug Free Workplace (January 2004)**
- 3.6.4-2 Buy American Act—Supplies (July 1996)**
- 3.6.4-10 Restrictions on Certain Foreign Purchases (April 1996)**
- 3.7-1 Privacy Act Notification (October 1996)**
- 3.7-2 Privacy Act (October 1996)**
- 3.8.2-10 Protection of Government Buildings, Equipment, and Vegetation (April 1996)**
- 3.8.2-11 Continuity of Services (April 1996)**
- 3.9.1-1 Contract Disputes (Nov 2002)**
- 3.10.1-7 Bankruptcy (April 1996)**
- 3.10.1-14 Changes—Time and Materials or Labor Hours (April 1996)**
- 3.10.1-25 Novation and Change-of-Name Agreements (January 2003)**
- 3.10.2-3 Subcontracts (Time-and-Materials and Labor-Hour Contracts) (April 1996)**
- 3.10.3-1 Definitions (April 2004)**
- 3.10.3-2/Alt II Government Property Basic Clause Alternate II (April 2004)**
- 3.10.6-3Alt IV Termination (Cost-Reimbursement) Alternate IV (October 1996)**
- 3.10.6-7 Excusable Delays (October 1996)**
- 3.13-5 Seat Belt Use by Contractor Employees (January 1999)**
- 3.13-10 Contractor Attendance at FAA Sponsored Training (Jan 2003)**
- 3.14-1 Security Requirements—Classified Contracts (July 2002)**
- 3.14-3 Foreign Nationals as Contractor Employees (July 2006)**

**PART III - SECTION J  
LIST OF ATTACHMENTS**

<b><u>ATTACHMENT</u></b>	<b><u>TITLE</u></b>	<b><u>DATE</u></b>	<b><u>NO. OF PAGES</u></b>
1.	Statement of Work	July 5, 2007	6
2.	Business Declaration Form		1
3.	Travel Authorization Form		1

**PART IV - SECTION K  
REPRESENTATIONS, CERTIFICATIONS AND  
OTHER STATEMENTS OF OFFERORS**

Certain representations and certifications must be made by the offeror and must be filled in as appropriate. The signature of the offeror on the face page of this solicitation (Standard Form 33 or Standard Form 26, as applicable) constitutes the making of certain representations and certifications. Award of any contract to the offeror shall be considered to have incorporated the applicable representations and certifications by reference.

**K.1 NAICS CODE AND SMALL BUSINESS SIZE STANDARD (NOV 2000)**

**CLA.0126**

- (a) The North American Industry Classification System (NAICS) code for this acquisition is **541611**.
- (b) The small business size standard is \$6.5 million.
- (c) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

**K.2 SCREENING INFORMATION REQUEST DOCUMENT CERTIFICATION (MAR 1999) CLA.4532**

By signature on the face of this SIR, the offeror certifies that the signee is an officer or employee of the firm submitting this offer who is responsible for the preparation of this offer. The signature further certifies that, to the best of their knowledge and belief, no changes have been made to any terms or conditions contained in the original documents/SIR as issued by the FAA. Offeror fully understands that failure to make disclosure of changes may cause the contract to be terminated for default or rescinded as being null and void and shall not be a legally binding contract.

**K.3 SECTION 508 OF THE REHABILITATION ACT OF 1973 CERTIFICATION  
(SEP 2001)**

**CLA.4547**

By signature on this offer, the contractor certifies that all electronic and information technology offered herein (both equipment and services) complies with the requirements of Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. 794d). For details of the Rehabilitation Act of 1973, see the information at <http://www.section508.gov>.

**3.2.2.3-10 TYPE OF BUSINESS ORGANIZATION (July 2004)**

By checking the applicable box, the offeror (you) represents that--

- (a) You operate as ☐ a corporation incorporated under the laws of the State of \_\_\_\_\_, ☐ an individual, ☐ a partnership, ☐ a nonprofit organization, ☐ a joint venture or ☐ other \_\_\_\_\_ [specify what type of organization].

- (b) If you are a foreign entity, you operate as ☐ an individual, ☐ a partnership, ☐ a nonprofit organization, ☐ a joint venture, or ☐ a corporation, registered for business in \_\_\_\_\_

(country)

**3.2.2.3-15 AUTHORIZED NEGOTIATORS (JULY 2004)**

The offeror states that the following persons are authorized to negotiate on your behalf with the FAA in connection with this offer:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Phone number: \_\_\_\_\_

**3.2.2.3-70 TAXPAYER IDENTIFICATION (JULY 2004)**

- (a) Definitions.

1) "Common parent," as used in this clause, means a corporate entity that owns or controls an affiliated group of corporations that files an offeror's (you, your) Federal income tax returns on a consolidated basis, and of which you are a member.

(2) "Corporate status," as used in this clause, means a designation as to whether you are a corporate entity, an unincorporated entity (for example, sole proprietorship or partnership), or a corporation providing medical and health care services.

(3) "Taxpayer Identification Number (TIN)," as used in this clause, means the number the Internal Revenue Service (IRS) requires you use in reporting income tax and other returns.

(b) All offerors must submit the information required in paragraphs (c) through (e) of this provision to comply with reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by IRS. The FAA will use this information to collect and report on any delinquent amounts arising out of your relation with the Federal Government, under Public Law 104 -134, the Debt Collection Improvement Act of 1996, Section 31001(l)(3). If the resulting contract is subject to the reporting requirements and you refuse or fail to provide the information, the Contracting Officer (CO) may reduce your payments 31 percent under the contract.

(c) Taxpayer Identification Number (TIN).

☐ TIN: \_\_\_\_\_

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of a Federal, state, or local government;

☐ Other—State basis. \_\_\_\_\_.

(d) Corporate Status.

☐ Corporation providing medical and health care services, or engaged in the billing and collecting of payments for such services;

☐ Other corporate entity

☐ Not a corporate entity

☐ Sole proprietorship

☐ Partnership

☐ Hospital or extended care facility described in 26 CFR 501(c)(3) that is exempt from taxation under 26 CFR 501(a).

(e) Common Parent.

☐ A common parent does not own or control the offeror as defined in paragraph (a).

☐ Name and TIN of common parent:

Name \_\_\_\_\_

TIN \_\_\_\_\_

### 3.2.2.3-76 REPRESENTATION - RELEASE OF CONTRACT INFORMATION (JULY 2004)

(a) Any contract resulting from this SIR may be subject to release under the Freedom of Information Act (FOIA), 5 U.S.C. Section 552.

(b) The offeror's (you, your) position regarding the possible release of information you provide in response to this SIR is as follows:

**(c) REPRESENTATION CONCERNING RELEASE OF CONTRACT INFORMATION--**

The offeror (you) represents that--(1)[ ] You have made a complete review of your offer(s) in response to this SIR and no exemption from mandatory release under FOIA exists, and, (2)[ ] You have no objection to the release of any contract you may be awarded in whole or in part resulting from this SIR.

OR

The offeror (you) represents that [ ] your offer(s) in response to this SIR contains information that is exempt from mandatory release under FOIA. Accordingly, you represent that--(1)[ ] You have identified any sensitive documents you submitted in response to this SIR by placing restrictive markings on them. This may include trade secrets, proprietary information, or commercial or financial information that is privileged or confidential, and (2)[ ] As the party that provided the information, you have provided the Contracting Officer (by separate letter concurrent with this offer) detailed information listing the page(s) to be withheld complete with any and all legal justifications which would permit the FAA to invoke a FOIA exemption.

**3.2.2.7-7 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (APRIL 1996)**

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that--

(i) The Offeror and/or any of its Principals--

(A) Are [ ] are not [ ] presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have [ ] have not [ ] within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and

(C) Are [ ] are not [ ] presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror has [ ] has not [ ] within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) 'Principals,' for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions). THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this SIR. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this SIR for default.

### **3.3.1-35 CERTIFICATION OF REGISTRATION IN CENTRAL CONTRACTOR REGISTRATION (CCR) (April 2006)**

In accordance with Clause 3.3.1-33, Central Contractor Registration, offeror certifies that they are registered in the CCR Database and have entered all mandatory information including the DUNS or DUNS+4 Number.

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Phone Number: \_\_\_\_\_

### **3.6.2-6 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (APRIL 1996)**

The offeror represents that--(a) It ☐ has, ☐ has not, participated in a previous contract or subcontract subject either to the "Equal Opportunity" clause of this solicitation, the clause originally contained in Section 310 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114; (b) It ☐ has, ☐ has not, filed all required compliance reports; and (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

### **3.6.2-8 AFFIRMATIVE ACTION COMPLIANCE (APRIL 1996)**

The offeror represents that (a) it ☐ has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (b) it ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

### **3.6.4-15 BUY AMERICAN ACT CERTIFICATE (July 1996)**

(a) The offeror certifies that each end product, except as listed below, is a domestic end product (as defined in the clause "Buy American Act-Supplies,") and components of unknown origin are considered to have been mined, produced, or manufactured outside the United States.

Excluded End Product Country of Origin

_____	_____
_____	_____

[list as necessary]

(b) The offeror agrees to furnish any additional information as the Contracting Officer may request to verify the above information and to evaluate the offer. Offerors may obtain from the Contracting Officer lists of articles, materials, and supplies excepted from the Buy American Act.

### **3.8.2-18 CERTIFICATION OF DATA (October 1996)**

(a) The offeror represents and certifies that to the best of its knowledge and belief, the information and/or data (e.g., company profile, qualifications, background statements, brochures) submitted with its offer is current, accurate, and complete as of the date of its offer.

(b) The offeror understands that any inaccurate data provided to the Department of Transportation may subject the offeror, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) enforcement action for false claims or statements pursuant to the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. 3801-3812 and 49 CFR Part 31 and/or; (3) termination for default under any contract resulting from its offer and/or; (4) debarment or suspension.

(c) The offeror agrees to obtain a similar certification from its subcontractors.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Typed Name and Title: \_\_\_\_\_

Company Name: \_\_\_\_\_

This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

### **3.1-1 CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE (DEC 2005)**

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at:

<http://conwrite.faa.gov> (on this web page, select "Search and View Clauses").

**3.6.2-5 Certification of Nonsegregated Facilities (April 1996)**

**3.6.3-1 Clean Air and Water Certification (April 2000)**



**PART IV - SECTION L**  
**INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS**

**L.1 REQUEST FOR MODIFICATION OF CONTRACT TERMS AND CONDITIONS (JAN 1997) CLA.4533**

Offeror's are hereby notified that the terms and conditions of this SIR shall be changed only through formal amendment(s) issued by the Contracting Officer. If an offeror takes issue with the terms and conditions contained herein, the offeror shall submit a Request for Modification of Terms and Conditions under separate attachment to their proposal. This request should be in offeror's format, on offeror's letterhead, signed by an officer of the company with authority to bind the offeror. The request must include documentation that fully highlights the offeror's proposed changes and must be specific as to the exact term(s) or condition (s) to which the exception(s) are being taken. These changes shall not be binding on the FAA until fully agreed to by both the FAA and the offeror and incorporated into the document prior to contract award.

**L.2 PREVENTION OF OTHER FORMS OF HARASSMENT (MAY 2002) CLA.4551**

(a) 'Harassment', as used in this clause, means any verbal, written, graphic, or physical form of harassment or other misconduct that creates or that may reasonably be expected to create an intimidating, hostile, or offensive work environment based on race, color, religion, gender, sexual orientation, national origin, age, or disability.

(b) It is FAA policy that harassment as defined in paragraph (a) above will not be tolerated or condoned in the FAA workplace. It is also FAA's intent to effectively address inappropriate conduct.

(c) The Contractor agrees to support this policy in performing work under this contract, and that harassment in any form will not be tolerated in the FAA workplace.

(d) If the Contractor, or a subcontractor of any tier, subcontracts any portion of the work under this contract, each such subcontract shall include this provision.

(e) The Contractor shall take whatever corrective action it deems necessary to promptly address harassment in the FAA workplace, or on an FAA site. The Contractor agrees to immediately provide the Contracting Officer all relevant information pertaining to any such conduct, and notify him/her of its planned action.

(f) The Contracting Officer may require the Contractor to remove employee(s) from the FAA worksite that the Contracting Officer deems to have engaged in harassment as defined in paragraph (a) above.

(g) Any FAA action under subsection (f) above does not relieve the Contractor of its liability or obligations under the Civil Rights Act of 1964, or any other applicable law or regulation.

**L.3 INFORMATION AND CONSIDERATIONS AFFECTING OFFEROR PROPOSAL SUBMISSIONS**

(a) This acquisition will involve the use of streamlined acquisition procedures employing best practices for competitive negotiated procurements as authorized by the FAA AMS of 1997.

(b) The procurement process will involve the evaluation of technical proposals and cost/price proposals. Evaluations involved will permit the FAA to select an offeror that meets the FAA's requirements and offers the best value.

(c) Specific attention is invited to AMS paragraph 3.2.2.3.1.2.2, Communications with Offerors. The FAA may communicate with one or more offerors at any time during the SIR process. Communications with one offeror do not necessitate communications with other offerors, since communications will be offeror-specific. Information determined to have common application and not considered prejudicial to offerors will be communicated to all offerors. An award may be made without further discussions/negotiations. Offerors should, therefore, submit their best technical and pricing proposals in the initial proposal. Offerors are to consider all terms and conditions contained in the formal SIR in preparation of the proposals set forth herein.

## L.4 INSTRUCTIONS FOR PREPARATION AND SUBMISSION OF PROPOSALS

(a) Each offeror will submit information identified in the volumes as set forth in Table 1 below. The data submitted should be complete, concise and relevant to the requirements of the SIR/Request For Offer (RFO) and are required to be submitted in the format outlined below.

(b) General proposals submitted in response to this SIR/RFO shall be formatted in accordance with the instructions provided in this section. Vendors shall furnish proposal in hardcopy (via mail) and electronic version via email.

**Table 1. Proposal Organization**

### **Volume 1 – Solicitation, Offer, and Award Documents**

Electronic: 1 copy electronic media (via email)

Hard Copy: 1 hard copy (via mail)

**Volume 2 – Technical Proposal** – Technical proposals shall be submitted in separate and complete sections for each of the Technical Evaluation Factors outlined in Section M. Technical proposals shall not include prices/costs or any pricing information.

Electronic: 1 copy electronic media (via email)

Hard Copy: 1 hard copy (via mail)

### **Volume 3 – Experience/Past Performance Proposal**

Electronic: 1 copy electronic media (via email)

Hard Copy: 1 hard copy (via mail)

### **Volume 4 – Cost/Price Proposal**

Electronic: 1 copy electronic media (via email)

Hard Copy: 1 hard copy (via mail)

(c) The offerors' proposals shall be received by the Government by the date specified in Section L. Questions shall be submitted, in writing, via email **within 10 calendar days** from release of the SIR. **CAUTION:** Evaluators will read only up to the page limit as specified. Pages in excess of the stated limit will be removed from the proposal and returned to the offeror to ensure they are not evaluated.

**Note: Pricing Data must not be included in other than Volume 4 of the Proposal.**

(d) Common items for each volume are:

- (1) Volume/page. A footer identifying the volume number, page number, and total number of pages should be put on the bottom of each page.
- (2) Volumes shall be marked "Procurement Sensitive." A cover sheet may be used for each volume for this designation along with the designation of the applicable page(s) the offeror deems competition sensitive.
- (3) All volumes shall be submitted electronically via email to the CO. Your proposals shall be submitted through the email media in Microsoft Word 2000 or compatible for text documents and as Microsoft Excel 5.0 or compatible for spreadsheets.
- (4) Formatting shall allow proposal to be printed on standard 8 ½ x 11 paper; minimum 1 inch margins, left, right, top and bottom; single side printing only, with text font size of 11.

(e) Proposals are due in the Contracting Office at the email address shown below no later than **7 AUG 2007** and shall be delivered in the prescribed media and format to the following address:

Attn: Debby Getz, Contracting Officer  
e-mail: [deborah.getz@faa.gov](mailto:deborah.getz@faa.gov)

(f) Electronic proposal submissions are to be followed by hard-copy submissions (1 copy of each proposal volume) not later than five (5) business days after the closing date specified in paragraph (c) above to the following address:

Attn: Debby Getz, Contracting Officer  
FAA, Mike Monroney Aeronautical Center (AMQ-320)  
6500 South MacArthur Blvd  
Oklahoma City OK 73125

**The hard-copy submission will take precedence if the electronic and hard-copy submissions do not match.**

## **VOLUME 1 – SOLICITATION, OFFER, AND AWARD DOCUMENTS**

This volume shall contain a copy of the solicitation duly executed by an official authorized to bind the offeror, to include data to be filled in certain clauses by the offeror, Part IV, Section K "Representations, Certifications, and Other Statements of Offerors" and the Business Declaration (Attachment 2). Completion of these documents indicates that the Offeror has read and agreed to the terms and conditions contained in SIR Sections A through K.

## **VOLUME 2 - TECHNICAL PROPOSAL:**

(a) The Contractor's technical proposal shall be limited to no more than 10 typewritten pages, in 11 font, excluding test reports, technical manuals, and similar technical documentation (however such documentation shall be limited to only that necessary to demonstrate compliance with specifications), and shall be in sufficient detail to demonstrate their complete understanding of the Statement of Work (SOW), deliverables and the availability of experienced technical personnel necessary to perform the technical support described in the solicitation. Technical proposals will be evaluated in accordance with criteria set forth in Section M, Clause M.5, Evaluation Criteria, and shall be prepared as follows:

(b) Technical proposals shall be organized by section, and appropriately tabbed or identified. To provide a fair and equitable evaluation of all proposals, separate and complete responses must be made to each of the following factors.

(c) The technical proposal must be sufficiently detailed to enable technically oriented personnel to make a thorough evaluation and to arrive at a sound determination as to whether the proposed supplies/services meet the requirements of the Government and that the offered approach is valid and practical. The technical proposal must be specific, detailed, and complete to clearly and fully demonstrate that the offeror has a thorough understanding of the requirements for the National Airspace System Defense Program, and the technical problems inherent in, providing supplies/services of the scope outlined in the attached Statement of Work. Clear evidence of supplies/services previously demonstrated and currently in place relating to the factors should be included in each evaluation area.

(d) Statements that the offeror understands, can, or will comply with all statements in the Statement of Work, and statements paraphrasing the requirements or parts thereof, are considered insufficient. Phrases such as "standard procedures are employed" or "well-known techniques will be used" etc., will be considered insufficient.

(e) Content is more important than quantity. The technical proposal is limited to no more than the page limitations specified in this clause. Unnecessarily elaborate brochures or other presentations beyond that sufficient to present complete and effective proposals are neither necessary nor desired and may be construed as an indication of the offerors' lack of cost consciousness. To expedite review of the proposals, the responses for each evaluation factor shall be provided in a separate section and the section shall be labeled for ease of reference.

## **FACTOR 1: TECHNICAL PERFORMANCE**

**Subfactor 1:** Proposal must document the offeror's understanding of the Statement of Work and the requirements needed to fulfill task requirements.

**Subfactor 1:** Proposal must document the offeror's understanding of the Statement of Work and the requirements needed to fulfill task requirements.

**Subfactor 2:** Proposal must document that the offeror has actively worked with FAA regulations, policies, and procedures that are related to the NAS Defense Program and it's relationship to Homeland Defense.

**Subfactor 3:** Proposal must provide documentation on contractor personnel's NAS Defense Program work-related experience, educational background, and security credentials. The contractor shall provide a resume for the personnel (Senior Subject Matter Expert) for the Job Qualifications of:

- 1) Possess a minimum of 8 years of policy development, financial management, and technical and programmatic FAA support experience.
- 2) Possess a minimum of 5 years of experience directly supporting the NAS Defense Program, its services, and NDP external customers.
- 3) Possess a current and active Top Secret (TS) security clearance, or the ability to obtain one.
- 4) Possess a Bachelor's Degree in Business Management or related business degree

**Subfactor 4:** Should the offeror have contractor personnel NAS Defense Program work-related experience, as it is preferred, but not required, documentation must be provided. The contractor shall provide documentation on contractor personnel's educational background. The contractor shall provide a resume for the personnel (Junior Management Analyst) for the Job Qualifications of:

- 1) Possess a minimum of 3 years of programmatic and administrative FAA support experience.
- 2) Experience supporting the NAS Defense Program, its services, NDP external customers is preferred, but not required.
- 3) Ability to obtain a Secret security clearance.
- 4) Possess an Associate's Degree and 5 years programmatic and administrative FAA support experience.

\*\*\*\*\*OR\*\*\*\*\*

Possess a Bachelor's Degree and 3 years programmatic and administrative FAA support experience

**Subfactor 5:** Proposal must provide documentation on contractor personnel's work-related experience and educational background. The contractor shall provide a resume for the personnel (Administrative Specialist/Assistant) for the Job Qualifications of:

- 1) Possess a minimum of 8 years of progressively responsible administrative/clerical experience.
- 2) Experience in preparation and production of complex, multimedia documents and/or the ability to perform effectively as an executive level administrative assistant.
- 3) Proven expertise in preparation of large and complex documents which may include complex formatting and linking/embedding of objects from non-word processing applications, file maintenance, project archive maintenance, and meeting coordination, scheduling and calendar maintenance.
- 4) Possess an Associate's Degree.

\*\*\*\*\*OR\*\*\*\*\*

2 additional years of position related experience (for a total of 10 years) may be substituted for the Associates' Degree

**Subfactor 6:** Specific expertise required by the contractor:

- 1) Experience developing Monthly Status Reports and Schedule Updates
- 2) Experience developing External Customer Commodities Review Packages
- 3) Experience developing External Funding Budget Packages
- 4) Experience developing Action Item Tracking Reports
- 5) Experience developing Service Tracking Reports

**Subfactor 7:** Proposal must provide documentation in the form of an Employment Contract for the resumes provided in Subfactors 3, 4 and 5.

### VOLUME 3: EXPERIENCE/PAST PERFORMANCE PROPOSAL

**(Note: Experience simply means an offeror has “done it.” Past performance represents “how well” an offeror accomplished the effort. Of additional importance is that past performance and experience must be current and relevant as well as comparable in scope and magnitude to that described in the SOW.)**

**(a) Experience:** The offeror shall submit a list of relevant past and present contracts performed for Federal, State, Local Governments or commercial sources within the past **five (5) years**, involving effort of same or similar complexity, magnitude, and level. This information may include data or efforts performed by other divisions, corporate management, or critical subcontractors, if such resources will be brought to bear or significantly influence the performance of the proposed effort. Information submitted shall include the information in paragraphs (1) and (2) below:

**(1) Administrative Data:**

- a. Offeror's company/division name
- b. Program title, if applicable
- c. Contracting agency/private company
- d. Contract number
- e. Brief description of the contract effort
- f. Type of contract – Fixed Price, Time and materials, etc., and dollar amount of the contract, including modifications
- g. Period of performance
- h. Identify any contract discrepancy reports issued against the contract and how they were resolved
- i. Name, address, telephone number, and email address of the government program manager, ACO, or PCO (if a government effort), or the contract manager or other point of contact of the referenced effort

**(2) Specific Content:** Offerors are required to explain what aspects of the contracts identified are deemed relevant to the proposed effort, and may include a discussion of significant achievement or explain past efforts to identify and manage problems. Offerors may include any information not previously covered that will enhance the evaluator's understanding of the proposed operation and qualifications.

**(3)** Offerors are encouraged to provide points of contacts who are willing to complete and return a past performance questionnaire that may be issued by the Government. Additionally, offerors are advised that the government reserves the right to obtain information about other information about other contracts not mentioned in the offeror's proposal, but which are believed to be similar to the proposed effort.

The Government **intends** to use the POCs as references to validate the accuracy of the past performance write-ups.

**Offeror's without a record of relevant experience/past performance or for whom information on past performance is not available will not be evaluated favorably or unfavorably on past performance and, as a result, will receive a “Neutral/Unknown Confidence” rating for the Past Performance factor.**

### VOLUME 4 - COST/PRICE PROPOSAL

The offerors' Cost/Price Proposal shall not be page limited. At a minimum the Cost/Price Proposal shall include the following information:

**(a) Authorized Individuals** - The offeror shall provide the name, title, telephone number, fax number, and email address for the individual designated as the central point of contact for this proposal.

**(b) Assumptions** - The offeror shall describe any assumptions used to develop the proposed prices

(c) Pricing Table - The offeror shall complete the pricing table in Section B of the SIR by inserting unit prices (where applicable) for each contract line item number (CLIN). Each offeror shall provide contract line item pricing based on total price for each line item with summary of cost with major cost element level to support each line item. Each offeror shall provide cost information in sufficient detail to determine price realism. The information should be summarized and be traceable to each CLIN. The information shall be presented at least at major cost element level (e.g. Direct Labor, Labor Overhead, Other Direct Costs, General and Administrative, Profit, etc). The Government evaluators, if necessary throughout the course of evaluations, may require additional cost information.

(d) Offerors must complete Section A, Solicitation, Offer and Award (SF33), blocks 12 through 18; Section B, Supplies or Services and Prices/Costs.

#### **L.5 DISPOSITION OF UNSUCCESSFUL PROPOSALS**

Proposals from unsuccessful offerors will not be returned to the offeror. Proposal originals will be retained in the contract file. The Contracting Officer will destroy all other copies.

#### **L.6 PROPOSAL ACCEPTANCE**

(a) Only one proposal from each offeror shall be considered

(b) The FAA reserves the right to consider as acceptable only those proposals submitted in accordance with the requirements set forth in this SIR/RFP which demonstrate an understanding of the complexity and scope of the requirements.

(c) The FAA further reserves the right to reject, as unacceptable, proposals deleting or altering technical requirements.

#### **3.2.2.3-20 ELECTRONIC OFFERS (July 2004)**

(a) The offeror (you) may submit responses to this SIR by the following electronic means email. Your offer must arrive at the place and by the time specified in the SIR.

(b) Electronic offers must refer to this SIR and include, as applicable, the item or sub-items, quantities, unit prices, time and place of delivery, all representations and other information required and a statement specifying the extent of your agreement with all the FAA's (we) terms, conditions, and provisions.

(c) We may decline to consider electronic offers that do not include required information, or that reject any of the terms, conditions and provisions of the SIR.

(d) We reserve the right to make award solely on the electronic offer. However, if the CO requests, you must promptly submit the complete original (hard copy) signed proposal.

(e) Send your offer electronically to [deborah.getz@faa.gov](mailto:deborah.getz@faa.gov).

(f) If you chose to send your offer electronically, we will not be responsible for any failure attributable to transmitting or receiving the offer.

#### **3.2.2.3-38 REQUIREMENTS FOR COST OR PRICING DATA OR OTHER INFORMATION (July 2004)**

Offerors (you) may submit certificates of current cost or pricing data (CCCPD) or you may request an exception to this requirement. Depending on the option you use, you must submit either the CCCPD shown in paragraph (e) of clause 3.2.2.3-39, "Requirements for Cost or Pricing Data or Information - Modifications" (the clause) or request an exception consistent with the information in the clause. Any information in the clause regarding the CCCPD or the exception that is relevant to an offer is incorporated into this provision.

**3.2.2.3-38/alt2 REQUIREMENTS FOR COST OR PRICING DATA OR OTHER INFORMATION  
ALTERNATE II (July 2004)**

- (a) The FAA does not require cost or pricing data.
- (b) The offeror must provide the following information:

**A copy of the latest DCAA or DCM agreement/audit that verifies rates, overhead and other factors to support a breakdown of the proposed hourly rates proposed for each labor category; and/or, if using GSA rates, map labor categories cited in Section B and the Statement of Work to the offeror's GSA labor categories along with the proposed rates, or other information as requested by the Contracting Officer.**

**3.2.4-1 TYPE OF CONTRACT (April 1996)**

The FAA contemplates award of a Time & Materials/Labor Hour type contract resulting from this Screening Information Request.

**3.9.1-3 PROTEST (November 2002)**

AS A CONDITION OF SUBMITTING AN OFFER OR RESPONSE TO THIS SIR (OR OTHER SOLICITATION, IF APPROPRIATE), THE OFFEROR OR POTENTIAL OFFEROR AGREES TO BE BOUND BY THE FOLLOWING PROVISIONS RELATING TO PROTESTS:

(a) Protests concerning Federal Aviation Administration Screening Information Requests (SIRs) or awards of contracts shall be resolved through the Federal Aviation Administration (FAA) dispute resolution system at the Office of Dispute Resolution for Acquisition (ODRA) and shall be governed by the procedures set forth in 14 C.F.R. Parts 14 and 17, which are hereby incorporated by reference. Judicial review, where available, will be in accordance with 49 U.S.C. 46110 and shall apply only to final agency decisions. A protestor may seek review of a final FAA decision only after its administrative remedies have been exhausted.

(b) Offerors initially should attempt to resolve any issues concerning potential protests with the Contracting Officer. The Contracting Officer should make reasonable efforts to answer questions promptly and completely, and, where possible, to resolve concerns or controversies. The protest time limitations, however, will not be extended by attempts to resolve a potential protest with the Contracting Officer.

(c) The filing of a protest with the ODRA may be accomplished by mail, overnight delivery, hand delivery, or by facsimile. A protest is considered to be filed on the date it is received by the ODRA.

(d) Only an interested party may file a protest. An interested party is one whose direct economic interest has been or would be affected by the award or failure to award an FAA contract. Proposed subcontractors are not "interested parties" within this definition.

(e) A written protest must be filed with the ODRA within the times set forth below, or the protest shall be dismissed as untimely:

(1) Protests based upon alleged improprieties in a solicitation or a SIR that are apparent prior to bid opening or the time set for receipt of initial proposals shall be filed prior to bid opening or the time set for the receipt of initial proposals.

(2) In procurements where proposals are requested, alleged improprieties that do not exist in the initial solicitation, but which are subsequently incorporated into the solicitation, must be protested not later than the next closing time for receipt of proposals following the incorporation.

(3) For protests other than those related to alleged solicitation improprieties, the protest must be filed on the later of the following two dates:

(i) Not later than seven (7) business days after the date the protester knew or should have known of the grounds for the protest; or

(ii) If the protester has requested a post-award debriefing from the FAA Product Team, not later than five (5) business days after the date on which the Product Team holds that debriefing.

(f) Protests shall be filed at:

(1) Office of Dispute Resolution for Acquisition, AGC-70

Federal Aviation Administration,  
800 Independence Ave., S.W.,  
Room 323,  
Washington, DC 20591,

Telephone: (202) 267-3290,  
Facsimile: (202) 267-3720; or

(2) other address as specified in 14 CFR Part 17.

(g) At the same time as filing the protest with the ODRA, the protester shall serve a copy of the protest on the Contracting Officer and any other official designated in the SIR for receipt of protests by means reasonably calculated to be received by the Contracting Officer on the same day as it is to be received by the ODRA. The protest shall include a signed statement from the protester, certifying to the ODRA the manner of service, date, and time when a copy of the protest was served on the Contracting Officer and other designated official(s).

(h) Additional information and guidance about the ODRA dispute resolution process for protests can be found on the ODRA Website at <http://www.faa.gov>.

### **3.13-4.1 CONTRACTOR IDENTIFICATION NUMBER DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (April 2006)**

(a) Definitions. As used in this clause "Contractor Identification Number," as used in this provision, means "Data Universal Numbering System (DUNS) number, which is a nine-digit number assigned by Dun and Bradstreet Information Services, to identify unique business entities (taken from CCR clause) "Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer.

(b) Contractor identification is essential for receiving payment and complying with statutory contract reporting requirements. Therefore, the offeror shall provide its DUNS or DUNS+4 number below. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

DUNS OR DUNS+4 NUMBER: \_\_\_\_\_

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com/>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and ZIP Code.



- (iv) Company Mailing Address, City, State and ZIP Code (if different from physical street address).
- (v) Company Telephone Number.
- (vi) Date the company was started.
- (vii) Number of employees at your location.
- (viii) Chief executive officer/key manager.
- (ix) Line of business (industry).
- (x) Company Headquarters name and address (reporting relationship within your entity).

### **3.1-1 CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE (DEC 2005)**

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at:

<http://conwrite.faa.gov> (on this web page, select "Search and View Clauses").

- 3.1.7-4 Organizational Conflict of Interest SIR Provision – Short Form** (March 2006)
- 3.2.2.3-1 False Statements in Offers** (July 2004)
- 3.2.2.3-6 Submittals in the English Language** (July 2004)
- 3.2.2.3-7 Submittals in U.S. Currency** (July 2004)
- 3.2.2.3-11 Unnecessarily Elaborate Submittals** (July 2004)
- 3.2.2.3-12 Amendments to Screening Information Requests** (July 2004)
- 3.2.2.3-13 Submission of Information/Documentation/Offer** (July 2004)
- 3.2.2.3-14 Late Submissions, Modifications, and Withdrawals of Submittals** (July 2004)
- 3.2.2.3-16 Restricting, Disclosing and Using Data** (July 2004)
- 3.2.2.3-17 Preparation of Offers** (July 2004)
- 3.2.2.3-18 Prospective Offeror's Requests for Explanations** (July 2004)
- 3.2.2.3-19 Contract Award** (July 2004)

### **EXCEPTION TO SOLICITATION TERMS AND CONDITIONS**

You must state in your proposal any exceptions taken to the terms and conditions of the solicitation. For each exception, you shall identify the term or condition, state the reason for the exception, and provide any other information concerning the exception. The Government will consider exceptions and its relevance to the solicitation and your proposals, and reserves the right to include such consideration in making "best value" decisions.

## **PART IV - SECTION M EVALUATION CRITERIA**

### **M.1 EVALUATION OF OFFERS FOR SINGLE AWARD (JAN 1997)**

**CLA.0250**

Award will not be split by item. One award will be made to the responsible offeror submitting the lowest aggregate offer, and whose proposal meets the Government's minimum requirements called out in Section B and the documents referred to therein. Failure to propose on all items listed in Section B may result in your offer not being further considered for award.

### **M.2 SIR PROCESS DESCRIPTION**

Following initial screening for timeliness, completeness, and accuracy, the remaining proposals will be assigned to the Government team(s) for technical, price/cost and past performance evaluations. The results of these evaluations will be forwarded to the Source Selection Official (SSO) to be considered for award. From those proposals forwarded, the SSO will select for award the proposal that represents the **"best value"** to the Government **in accordance with clause M.3, Basis for Award**. In making this "best value" decision, the SSO will consider tradeoffs only between price/cost and past performance among those offerors who have been determined technically acceptable.

### **M.3 BASIS FOR AWARD**

This acquisition will utilize the Performance Price Tradeoff (PPT) with Technical Acceptable Determination source selection procedures to make an integrated assessment for a best value award decision. Tradeoffs will be made only between price and past performance among those offerors who have been determined technically acceptable. Award will be made to the offeror who is deemed responsible, whose proposal conforms to the solicitation's requirements (to include all stated terms, conditions, representations, certifications, and all other information required by Section L of this solicitation) and is judged, based on the evaluation factors to represent the best value to the Government. The Government seeks to award to the offeror who gives the FAA the greatest confidence that it will best meet the requirements affordably. This may result in an award to a higher rated, higher priced offeror, where the decision is consistent with the evaluation factors and the Contracting Officer (CO) reasonably determines that the technically acceptable, superior past performance of the higher priced offeror outweighs the cost difference. While the Government source selection evaluation team and the CO will strive for maximum objectivity, the source selection process, by its nature, is subjective and, therefore, professional judgment is implicit throughout the entire process.

**Discussions:** The Government does not intend to conduct discussions during this solicitation. However, the Government reserves the right to conduct discussions. Therefore, each initial offer should contain the offeror's best terms from a price and technical standpoint. After evaluating written proposals, the Government may conduct written or oral discussions with all, or a limited number of the Offerors. The Government, in the evaluation and best value decision, may consider information obtained during discussions, whether or not it is reduced to written material.

**Best Value Determination/Evaluation Methodology:** A decision on the technical acceptability of each offeror's technical proposal shall be made based on the technical subfactors. Only those offerors determined to be technically acceptable will be considered for award. Prior to discussions an initial technical subfactor rating will be assigned to each subfactor under the Technical Factor. The technical subfactor ratings depict ACCEPTABLE or UNACCEPTABLE. The Government reserves the right to conduct a competitive range determination before discussions to eliminate all proposals that have been rated UNACCEPTABLE. Only those proposals receiving a technically acceptable rating will be evaluated for price/cost and past performance.

### **M.4 INITIAL SCREENING PROCESS**

#### **M.4.1. PROPOSAL REVIEW AND EVALUATION**

The government will initially screen all proposals for timeliness, completeness, and accuracy. Only those proposals passing the initial screening will be forwarded to the technical evaluation team for further consideration.

#### **M.4.2. INITIAL PROPOSAL SCREENING**

Offeror's proposals will be reviewed for timeliness, completeness and accuracy.

**M.4.2.1 Timeliness** - No proposal or part thereof will be accepted for consideration following the closing period for the solicitation

**M.4.2.2 Completeness** – Timely proposals will be reviewed for completeness. Each proposal package will be reviewed for the following:

- Volume 1 – Copy of the solicitation, to include clauses requiring data filled in by contractor, One original signature transmittal letter, Part IV, Section K, "Representation, Certifications, and Other Statements of Offerors", and Atch 2, completed Business Declaration applicable to this acquisition
- Volumes 2, 3, & 4 - Complete electronic technical, experience/past performance, and cost/price proposal

**Incomplete proposals may not receive further consideration.**

**M.4.2.3 Adequacy** - Complete proposals will be reviewed for adequacy, including proposal content and format as follows:

**Content:**

- Key and required personnel resumes
- Technical approach addressing the requirement of the SOW
- Completed cost proposal that supports Section B

**Format:**

- Graphics are limited to a font size of 11. Page counts do not include front matter such as table of contents, list of figures, glossary, or cover pages.
- Foldouts are counted as one page; however, excessive use of foldouts is discouraged
- Attachments are included in page count
- Elaborate presentation techniques, including color, are neither required nor desired

For the purposes of adequacy review, missing proposal information component(s) identified above (i.e. cost proposal, etc) and/or non-adherence to proposal format instructions may render the proposal inadequate. Proposals found to be incomplete by the Contracting Officer may not receive further consideration.

Following the initial proposal screening process, remaining proposals will be evaluated, rated and analyzed according to the evaluation process described below.

#### **M. 5 EVALUATION CRITERIA**

(a) Volume 2, Technical Proposal and Volume 3, Experience/Past Performance Proposal will be evaluated as follows, with Volume 4, Price/Cost evaluated according to paragraph M.6:

##### **TECHNICAL PROPOSAL**

Each subfactor within the Technical Factor will receive one of the ratings described below. Subfactor ratings shall not be rolled up into an overall rating for the Technical Factor. An UNACCEPTABLE subfactor assessment will determine an overall technical UNACCEPTABLE rating.

**ACCEPTABLE** – The proposal meets specified minimum requirements necessary for acceptable contract performance.

**UNACCEPTABLE** – The proposal fails to meet specified minimum requirements necessary for contract performance. Proposals with an UNACCEPTABLE rating are not awardable.

Each Offeror's technical proposal will be evaluated using the following technical criteria, which are equal in importance.

#### **FACTOR 1: TECHNICAL PERFORMANCE**

**Subfactor 1:** Proposal must document the offeror's understanding of the Statement of Work and the requirements needed to fulfill task requirements.

**Subfactor 2:** Proposal must document that the offeror has actively worked with FAA regulations, policies, and procedures that are related to the NAS Defense Program and it's relationship to Homeland Defense.

**Subfactor 3:** Proposal must provide documentation on contractor personnel's NAS Defense Program work-related experience, educational background, and security credentials. The contractor shall provide a resume for the personnel (Senior Subject Matter Expert) for the Job Qualifications of:

- 1) Possess a minimum of 8 years of policy development, financial management, and technical and programmatic FAA support experience.
- 2) Possess a minimum of 5 years of experience directly supporting the NAS Defense Program, its services, and NDP external customers.
- 3) Possess a current and active Top Secret (TS) security clearance, or the ability to obtain one.
- 4) Possess a Bachelor's Degree in Business Management or related business degree

**Subfactor 4:** Should the offeror have contractor personnel NAS Defense Program work-related experience, as it is preferred, but not required, documentation must be provided. The contractor shall provide documentation on contractor personnel's educational background. The contractor shall provide a resume for the personnel (Junior Management Analyst) for the Job Qualifications of:

- 1) Possess a minimum of 3 years of programmatic and administrative FAA support experience.
- 2) Experience supporting the NAS Defense Program, its services, NDP external customers is preferred, but not required.
- 3) Ability to obtain a Secret security clearance.
- 4) Possess an Associate's Degree and 5 years programmatic and administrative FAA support experience.

\*\*\*\*\*OR\*\*\*\*\*

Possess a Bachelor's Degree and 3 years programmatic and administrative FAA support experience

**Subfactor 5:** Proposal must provide documentation on contractor personnel's work-related experience and educational background. The contractor shall provide a resume for the personnel (Administrative Specialist/Assistant) for the Job Qualifications of:

- 1) Possess a minimum of 8 years of progressively responsible administrative/clerical experience.
- 2) Experience in preparation and production of complex, multimedia documents and/or the ability to perform effectively as an executive level administrative assistant.
- 3) Proven expertise in preparation of large and complex documents which may include complex formatting and linking/embedding of objects from non-word processing applications, file maintenance, project archive maintenance, and meeting coordination, scheduling and calendar maintenance.
- 4) Possess an Associate's Degree.

\*\*\*\*\*OR\*\*\*\*\*

2 additional years of position related experience (for a total of 10 years) may be substituted for the Associates' Degree

**Subfactor 6:** Specific expertise required by the contractor:

- 6) Experience developing Monthly Status Reports and Schedule Updates
- 7) Experience developing External Customer Commodities Review Packages
- 8) Experience developing External Funding Budget Packages
- 9) Experience developing Action Item Tracking Reports
- 10) Experience developing Service Tracking Reports

**Subfactor 7:** Proposal must provide documentation in the form of an Employment Contract for the resumes provided in Subfactors 3, 4 and 5.

## **EXPERIENCE/PAST PERFORMANCE PROPOSAL**

Under the Past Performance factor, the Performance Confidence Assessment Rating represents the evaluation of an offeror's present and past work record to assess the Government's confidence in the offeror's probability of successfully performing as proposed. The Government will evaluate the offeror's demonstrated record of contract compliance in supplying similar services that meet user's needs, including cost and schedule.

The Past Performance Evaluation is accomplished by reviewing aspects of an offeror's relevant present and recent past performance, focusing on and targeting performance, which is relevant to the Technical subfactors. In determining relevance, consideration will be given to the degree of requirement similarity. This information may include data on efforts performed by other divisions, critical subcontractors, or teaming contractors, if such resources will be brought to bear or significantly influence the performance of the proposed effort. The Government may consider as relevant efforts performed for agencies of the federal, state, or local governments and commercial customers. As a result of an analysis of those risks and strengths identified, each offeror will receive an integrated Performance Confidence Assessment, which is the rating of the Past Performance factor. Although the past performance evaluation focuses on performance that is relevant to the technical subfactors, the resulting Performance Confidence Assessment is made at the factor level and represents an overall evaluation of contractor performance.

All responsive offers will receive a past performance evaluation rating of Exceptional, Very Good, Satisfactory, Marginal, Unsatisfactory, or Neutral. This rating represents the confidence the Government has that an Offeror will successfully perform the proposed effort. Ratings are defined as follows:

<b><u>RATING</u></b>	<b><u>DEFINITION</u></b>
<b>Exceptional/High Confidence</b>	Based on the Offeror's performance record, absolutely no doubt exists that the offeror will successfully perform the required effort. No government oversight is expected to be required in achieving the proposed level of performance.
<b>Very Good/Significant Confidence</b>	Based on the Offeror's performance record, little doubt exists that the offeror will successfully perform the required effort. Little government oversight is expected to be required in achieving the proposed level of performance.
<b>Satisfactory/Confidence</b>	Based on the Offeror's performance record, some doubt exists that the offeror will successfully perform the required effort. Some government oversight or intervention is expected to be required in achieving the proposed level of performance.
<b>Marginal/Little Confidence</b>	Based on the Offeror's performance record, substantial doubt exists that the offeror will

successfully perform the required effort. Substantial government oversight or intervention is expected to be required in achieving the proposed level of performance.

**Unsatisfactory/No Confidence**

Based on the Offeror's performance record, extreme doubt exists that the offeror will successfully perform the required effort. Regardless of the degree of government oversight or intervention, successful performance is doubtful.

**Neutral/Unknown Confidence**

Offeror has no relevant past performance experience. Offerors without a record of relevant past performance or for whom information on past performance is not available will not be evaluated favorably or unfavorably on past performance and, as a result, will receive a "Neutral/Unknown Confidence" rating for the Past Performance factor.

Each Offeror's Past Performance proposal will be evaluated using the following criteria:

- Factor 1:** Relevance of Experience/Past Performance on Similar Contracts
- Factor 2:** Quality/Timeliness of Service
- Factor 3:** Cost Control
- Factor 4:** Business Relations – Effective Management
- Factor 5:** Customer Satisfaction
- Factor 6:** Integrity

In addition to evaluating the extent to which the offeror's performance meets mission requirements, the assessment will consider things such as the offeror's history of forecasting and controlling costs, adhering to schedules (including the administrative aspects of performance), reasonable and cooperative behavior and commitment to customer satisfaction, and generally, the contractor's business-like concern for the interest of the customer.

**Offeror's without a record of relevant experience/past performance or for whom information on past performance is not available will not be evaluated favorably or unfavorably on past performance and, as a result, will receive a "Neutral/Unknown Confidence" rating for the Past Performance factor.**

Offerors are to note that, in conducting this assessment, the Government reserves the right to use data provided by the offeror and data obtained from other sources.

## **M.6 PRICE/COST EVALUATION**

(a) Price/Cost proposals of all offerors will be evaluated, but not numerically scored, for the base period and all option periods in the following areas:

(1) **Completeness** - Review of the proposal to ensure data provided is sufficient to allow complete analysis and evaluation of proposed costs.

(2) **Reasonableness** - Review of rationale and data supporting elements of cost included in the proposal.

(3) **Realism** - Overall review of proposal cost elements and estimating methodologies employed to determine whether the resulting prices are realistic based on the performance described.

(b) Proposals, whether initial or revised submissions, which are unrealistically low may be grounds for elimination from further competition on the grounds of the offeror's failure to comprehend contract requirements.

#### **M.7 EVALUATION OF PROPOSALS**

All proposals remaining after the initial proposal review process of Section M.4, will be evaluated, rated and analyzed as described in this part. Offerors are advised that their proposals must be acceptable in all areas.

Price/Cost and Past Performance are of equal importance; tradeoffs will only be made between price and past performance among those offerors who have been determined to be technically acceptable.

#### **3.2.4-31 EVALUATION OF OPTIONS (APRIL 1996)**

Except when it is determined not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).